

IN THE SUPREME COURT OF THE STATE OF NEVADA

EDGEWORTH FAMILY TRUST; AND  
AMERICAN GRATING, LLC,

PETITIONERS

VS.

CLARK COUNTY DISTRICT COURT,  
THE HONORABLE TIERRA XX JONES,  
DISTRICT JUDGE, DEPT. 10,

Respondents,

DANIEL S. SIMON; THE LAW OFFICE  
OF DANIEL S. SIMON,

Real Parties in Interest.

Electronically Filed  
Feb 01 2022 01:20 p.m.  
Case No. \_\_\_\_\_ Elizabeth A. Brown  
Clerk of Supreme Court

Dist. Ct. Case No. A-18-767242-C  
Consolidated with A-16-738444-C

**APPENDIX IN SUPPORT OF EDGEWORTHS'  
PETITION FOR WRIT OF MANDAMUS TO RELEASE CLIENT FUNDS  
IN EXCESS OF ADJUDICATED LIEN AMOUNT AND TO RELEASE THE  
COMPLETE CLIENT FILE**

**VOLUME II  
P000226 – P000422**

Steve Morris, Bar No. 1543  
Rosa Solis-Rainey, Bar No. 7921  
MORRIS LAW GROUP  
801 South Rancho Dr., Ste. B4  
Las Vegas, NV 89106  
Phone: 702-474-9400  
Fax: 702-474-9422  
[sm@morrislawgroup.com](mailto:sm@morrislawgroup.com)  
[rsr@morrislawgroup.com](mailto:rsr@morrislawgroup.com)

**EDGEWORTH FAMILY TRUST, ET AL. vs.  
DANIEL S. SIMON; THE LAW OFFICE OF DANIEL S. SIMON  
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**PETITIONERS' APPENDIX**

**CHRONOLOGICAL INDEX**

<b>DATE</b>	<b>DOCUMENT TITLE</b>	<b>VOL</b>	<b>BATES NOS.</b>
2017-11-30	Notice of Attorney's Lien	I	P000001 – P000005
2018-01-02	Notice of Amended Attorney's Lien	I	P000006 – P000010
	<b>UNUSED BATES NUMBERS</b>	I	P000011 – P000028
2018-12-13	Plaintiffs' Motion for an Order Directing Simon to Release Plaintiffs' Funds	I	P000029- P000070
2019-01-11	Opposition to Plaintiffs' Motion for Release of Funds	I	P000071- P000089
2019-01-28	Plaintiffs' Reply to Opposition to Plaintiffs' Motion for Release of Funds	I	P000090- P000123
2019-02-05	Court Minutes – Minute Order Re: Motion to Release Funds	I	P000124
2021-04-13	Excerpts of Opposition to Mot. to Reconsider	I	P000124A- P000124E
2021-04-13	Nevada Supreme Court Clerk's Certificate Judgment Affirmed	I	P000125- P000141
2021-05-03	Plaintiffs' Renewed Motion for Reconsideration of Third-Amended Decision and Order Granting in Part and Denying in Part Simon's Motion for Attorney's Fees and Costs, and Motion for Reconsideration of Third Amended Decision and Order on Motion to Adjudicate Lien	I/II	P000142- P000247

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<b>DATE</b>	<b>DOCUMENT TITLE</b>	<b>VOL</b>	<b>BATES NOS.</b>
2021-05-13	Edgeworths' Motion for Order Releasing Client Funds and Requiring the Production of Complete Client File	II	P000248-P000322
2021-05-20	Opposition to Edgeworths' Motion for Order Releasing Client Funds and Requiring Production of File	II	P000323-P000371
2021-05-21	Edgeworths' Reply in Support of Motion for Order Releasing Client Funds and Requiring the Production of Complete Client File	II	P000372-P000391
2021-05-26	Letter Re: Funds Transfers	II	P000392-P000393
2021-05-27	Recorder's Transcript of Pending Motions	II	P000394-P000422
2021-06-03	Court Minutes – Minute Order Re: Motions for Reconsideration and for Release of Funds	III	P000423-P000424
2021-06-18	Notice of Entry of Decision and Order Denying Edgeworth's Motion for Order Releasing Client Funds and Requiring Production of Complete File	III	P000425-P000432
2021-07-01	Edgeworth's Motion for Reconsideration of Order on Motion for Order Releasing Client Funds and Requiring the Production of Complete Client File And Motion to Stay Execution of Judgments Pending Appeal	III	P000433-P000446

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2021-07-15	Opposition to the Third Motion to Reconsider	III	P000447-P000489
2021-07-17	Edgeworth's Reply in Support of Motion for Reconsideration of Order on Motion for Order Releasing Client Funds and Requiring the Production of Complete Client File And Motion to Stay Execution of Judgments Pending Appeal	III/IV	P000490-P000705
2021-09-14	Notice of Entry of Decision and Order Denying Edgeworths' Motion for Reconsideration of Order on Motion for Order Releasing Client Funds and Requiring the Production of Complete Client File and Motion to Stay Execution of Judgments Pending Appeal	IV	P000706-P000714
2021-12-13	Order Consolidating and Partially Dismissing Appeals_(Filed in Supreme Court Case No: 83258)	IV	P000715-P000719

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**PETITIONERS' APPENDIX**

**ALPHABETICAL INDEX**

<b>DATE</b>	<b>DOCUMENT TITLE</b>	<b>VOL.</b>	<b>BATES NOS.</b>
2019-02-05	Court Minutes – Minute Order Re: Motion to Release Funds	I	P000124
2021-06-03	Court Minutes – Minute Order Re: Motions for Reconsideration and for Release of Funds	III	P000423- P000424
2021-05-13	Edgeworths' Motion for Order Releasing Client Funds and Requiring the Production of Complete Client File	II	P000248- P000322
2021-07-01	Edgeworth's Motion for Reconsideration of Order on Motion for Order Releasing Client Funds and Requiring the Production of Complete Client File And Motion to Stay Execution of Judgments Pending Appeal	III	P000433- P000446
2021-05-21	Edgeworths' Reply in Support of Motion for Order Releasing Client Funds and Requiring the Production of Complete Client File	II	P000372- P000391
2021-07-17	Edgeworth's Reply in Support of Motion for Reconsideration of Order on Motion for Order Releasing Client Funds and Requiring the Production of Complete Client File And Motion to Stay Execution of Judgments Pending Appeal	III/IV	P000490- P000705
2021-04-13	Excerpts of Opposition to Mot. to Reconsider	I	P000124A- P000124E

***EDGEWORTH FAMILY TRUST, ET AL. vs.  
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<b>DATE</b>	<b>DOCUMENT TITLE</b>	<b>VOL.</b>	<b>BATES NOS.</b>
2021-05-26	Letter Re: Funds Transfers	II	P000392- P000393
2021-04-13	Nevada Supreme Court Clerk's Certificate Judgment Affirmed	I	P000125- P000141
2018-01-02	Notice of Amended Attorney's Lien	I	P000006 – P000010
2017-11-30	Notice of Attorney's Lien	I	P000001 – P000005
2021-09-14	Notice of Entry of Decision and Order Denying Edgeworths' Motion for Reconsideration of Order on Motion for Order Releasing Client Funds and Requiring the Production of Complete Client File and Motion to Stay Execution of Judgments Pending Appeal	IV	P000706- P000714
2021-06-18	Notice of Entry of Decision and Order Denying Edgeworth's Motion for Order Releasing Client Funds and Requiring Production of Complete File	III	P000425- P000432
2021-05-20	Opposition to Edgeworths' Motion for Order Releasing Client Funds and Requiring Production of File	II	P000323- P000371
2019-01-11	Opposition to Plaintiffs' Motion for Release of Funds	I	P000071- P000089

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2019-01-28	Plaintiffs' Reply to Opposition to Plaintiffs' Motion for Release of Funds	I	P000090-P000123
2021-05-27	Recorder's Transcript of Pending Motions	II	P000394-P000422
	<b>UNUSED BATES NUMBERS</b>	I	P000011 – P000028

# EXHIBIT JJ

EXCERPTS FROM "SUPER BILL" WITH  
SIMON POST-DISCHARGE ENTRIES



**INVOICE FOR DANIEL S. SIMON**  
***EDGEWORTH v. LANGE, ET AL.***

<b>Date</b>	<b>Description</b>	<b>Time</b>
5/27/16	Email Chain with Client Re: Representation	.25
5/28/16	Email Chain with Client Re: Client Meeting	.40
5/31/16	Receive, Review and Analyze Email From Client	.40
6/1/16	Receive, Review and Analyze Email From Client	.40
6/2/16	Receive, Review and Analyze Email From Client	.40
6/2/16	Email Chain with Client	.40
6/3/16	Email Chain with Client with Attachment	.50
6/3/16	Email Chain From Client with Website Attachment	.40
6/3/16	Receive, Review and Analyze Email from Viking and to Client	.40
6/5/16	Email Chain with Client	.40
6/10/16	Email Chain with Client	.75
6/13/16	Draft and Send Email to Client	.25
6/14/16	Receive, Review and Analyze Email from Client	.25
6/22/16	Email Chain with Client	.40
7/11/16	Email Chain with AD, SC, SR; Re: Representation of Lange	.25
7/12/16 - 7/13/16	Email Chain with Client	1.25
7/14/16	Receive, Review and Analyze Email from Client	.25
7/14/16	Receive, Review and Analyze Email from Viking, Forward to Client with Attachments; Receive, Review and Analyze Response from Client; Review File; Email Chain with Client	1.75
7/18/16	Receive, Review and Analyze Email from Client with Attachment	.75
7/19/16	Email Chain with Client	.50
7/19/16	Draft and Send Email to AD; Re: SAO Amend Complaint	.25

11/11/17	Email Chain with Client with Attachment; Review and Analyze Mediator Proposal	.50
11/13/17	Draft and send email with attachments to AF	.15
11/13/17	Review Viking Motion for MSC and Stay all Rulings; Discussion with AF; Review Letter to DC Bulla; Telephone Conference with Floyd Hale; Telephone Conference with J. Olivas Re: Deposition	2.25
11/13/17	Email chain with AF re complaint filed against Harold Rodgers	.25
11/13/17	Draft and send email to AF re research re privilege log and confidentiality issues and review AF response	.75
11/13/17	Draft and send email to AF re supplementing Pomerantz opinion letter	.15
11/13/17	Email chain with AF re expert depositions noticed by Viking	.15
11/13/17	Prepare for 11/14/17 Hearings	2.25
11/13/17	Review Pomerantz Report and Produce; Discussion with Pomerantz; Discussion with Charles Rego from UL and Client	2.75
11/13/17	Receive, Review and Analyze Email From JO; Re: Additional Emails	.25
11/13/17	Email Chain with AF/CP with Attachments Re: Henderson	.15
11/13/17	Email from CP with Opinion letter	.75
11/13/17	Receive, Review and Analyze Email from Client	.15
11/13/17	Receive, Review and Analyze Email from Client; Discussion with Client	.25
11/13/17	Email Chain with Client with Attachment	.50
11/13/17	Draft and Send Email to Client	.15
11/13/17	Email Chain with Client	.15
11/13/17	Email Chain with Client	.50
11/13/17	Receive, Review and Analyze Email from Client	.15
11/13/17	Draft and Send Email to Client with Attachment	.15

11/13/17	Receive, Review and Analyze Email from Client	.25
11/13/17	Call with Client	.50
11/13/17	Call with Client	.25
11/14/17	Call with AMF	.10
11/14/17	Call with Client	.15
11/14/17	Call with Client	.10
11/14/17	Call with Client	.10
11/13/17	Email Chain with Client	.40
11/14/17	Email Chain with JP, AF, TP; Re: Inspection of Documents	.25
11/14/17	Email Chain with D. Holloman, JP, KR, JM; Re: Hale Settlement Matters	.25
11/14/17	Attend Hearings on MSJ; Review File with Client; Review Research; Prepare Emails to Pancoast Re: Depositions and Discovery Responses; Discussion with Attorney Olgivie Re: Retention; Email to Parker; Discussion with AF; Review Plaintiffs' 14 <sup>th</sup> ECC Supplement; Review files	7.5
11/14/17	Draft and Send Email to Ogilvie with Attachments	.75
11/14/17	Telephone Call with Ogilvie Regarding Retention	.50
11/15/17	Review cases re: validity of contract under NRS 624; discussion with AF and BM	2.75
11/15/17	Review research re: admissibility of litigation conduct; discussion with BJM	.75
11/15/17	Discussion with BJM re: recoverable damages w/ breach of contract vs. product liability	.75
11/15/17	Receive, Review and Analyze Email from Client	.15
11/15/17	Receive, Review and Analyze Email from Client	.25
11/15/17	Receive, Review and Analyze Email from Client with Link	.40
11/15/17	Call with Client	.25
11/15/17	Call with Client	.50

11/15/17	Call with Client	.25
11/15/17	Call with Client	.10
11/15/17	Call with Client	.10
11/15/17	Call with Client	.75
11/16/17	Call with Client	.25
11/16/17	Call with Client	.25
11/16/17	Call with AMF	.15
11/16/17	Call with Client	.15
11/16/17	Call with Client	.10
11/17/17	Call with Client	.15
11/17/17	Call with Teddy Parker	.10
11/17/17	Call with Teddy Parker	.10
11/17/17	Call with Client	.50
11/17/17	Call with Client	.25
11/17/17	Call with Teddy Parker	.10
11/17/17	Call with Teddy Parker	.15
11/17/17	Call with Teddy Parker	.15
11/17/17	Call with Client	.65
11/17/17	Call with Client	.15
11/17/17	Email Chain with EC, JP, AF, MN, TP, KR; Re: Olivas Deposition	.15
11/17/17	Draft and Send Email to Ogilvie with Links	.25
11/17/17	Prepare and Attend Hearings	4.5
11/17/17	Several discussions with clients from office	.50
11/17/17	Receive, Review and Analyze Email from Client with Link	.40
11/17/17	Receive, Review and Analyze Email from L. Rotert; Pomerantz Bill	.15
11/18/17	Draft and Send Email to Client with Links	.15

11/18/17	Email Chain with JP, AF, TP, BP, JH, KR; Re: MIL Meeting. Discovery with AF.	.50
11/20/17	Email chain with AF re outstanding expert bills	.25
11/20/17	Email chain with AF re meet and confer for MILS and hearing for Giberti's MGFS	.25
11/20/17	Email chain with AF re Knez letter and threat of motion to file protective order in CA for Rodgers and Rene Stone depos	.25
11/20/17	Email Chain with Ogilvie and AF; Re: Permit App	.25
11/20/17	Receive, Review and Analyze Email from Client; Forward to AF	.15
11/21/17	Receive, Review and Analyze Email from Client	.25
11/21/17	Call with Client	.10
11/22/17	Draft and send email to AF re recent list of damages and review AF response	.15
11/22/17	Email Chain with Ogilvie, AF with Attachments; Re: Lange Supp Brief	.15
11/22/17	Draft and send email to AF re sending Lange responses brief to Ogilvie and review AF response	.15
11/22/17	Review notices of vacating deposition of Rene Stone and Harold Rodgers	.50
11/22/17	Review Lange's 12 <sup>th</sup> ECC Supplement	.25
11/24/17	Review correspondence from Dalacas	.25
11/24/17	Review email filings and depo emails	1.50
11/25/17	Call with Client	.10
11/25/17	Call with Client	.10
11/25/17	Call with Client	.15
11/26/17	Review Lange Discovery responses and attachments	1.50
11/27/17	T/C with J. Olivas re deposition	.35
11/27/17	Review hearing transcript from 11/14/17 hearing	1.50

11/27/17	T/C with T. Parker and Henriod (x3)	.75
11/27/17	Conference call with T. Parker, J. Pancoast and JEA to continue hearings; Emails	1.0
11/27/17	Receive, Review and Analyze Email From JO; Re: Final Invoice	.25
11/27/17	T/C's with Teddy Parker	.65
11/27/17	Email Chain with JP, TP, AF, KR, DP, JH; Re: MIL / Expert Depositions	.50
11/27/17	Email Chain with Bess White, TP, JP; Re: Edgeworth MOT for Summary Judgement	.35
11/27/17	Receive, Review and Analyze Email from Client	.15
11/27/17	Draft and Send Email to Client	.15
11/27/17	Receive, Review and Analyze Email from Client	.15
11/27/17	Draft and Send Email to Client	.25
11/27/17	Receive, Review and Analyze Email from Client	.25
11/27/17	Draft and send email to AF re Carnahan depo and review AF response	.15
11/28/17	Email Chain with JP, AF, KR, JH; Re: Outstanding Discovery	.15
11/28/17	Email Chain with EN, JP, KR, DP; Re: Letter from Parker	.50
11/28/17	Review Lange letter (11/28/17), analyze; discussion with AF	1.25
11/28/17	Review Amended Notice of Carnahan Depo	.25
11/28/17	Conference call with Judge Bulla chambers w/ Pancoast to reset December 1 <sup>st</sup> hearings to December 20 <sup>th</sup> and call with Pancoast separately	.50
11/28/17	Review notices of vacating depositions	.50
11/28/17	Email Chain with Ogilvie to Discuss Case	.15
11/29/17	Receive and analyze email from Ogilvie	1.50
11/29/17	Email Chain with EN, JP, TP; Re: Letter from Parker	.50
11/29/17	Email Chain with JP, AF; Re: Discovery Motions	.15

11/29/17	Draft and send email to AF re drafting reply to Lange's supplemental Opposition	1.50
11/29/17	Draft and send email to AF re drafting notice of attorney lien	.15
11/29/17	Draft and send email to AF re letter from Pancoast to Simon	.15
11/29/17	Review and analyze Lange's supplemental brief	2.50
11/29/17	Email from client Angela Edgeworth	.15
11/29/17	Email response to client Angela Edgeworth	.25
11/29/17	Review and analyze email from Oligilvie re: contractors license legal arguments and response email to Oligilvie; Discussion with AF	1.50
11/29/17	Draft reply to Lange's Supplemental Opposition to Plaintiffs' MSJ	2.75
11/29/17	Discussions w/ J. Henriod re moving hearings and settlement	.65
11/29/17	T/C with T. Parker	.50
11/29/17	Draft letter to Parker	.50
11/30/17	Review release; T/C J. Greene; T/C T. Parker; revise release	1.25
11/30/17	Call with Teddy Parker	.15
11/30/17	Call with Teddy Parker	.15
11/30/17	Call with Teddy Parker	.10
11/30/17	Call with AMF	.25
11/30/17	Call with Teddy Parker	.15
11/30/17	Call with AMF	.10
11/30/17	Call with AMF	.10
11/30/17	Call with AMF	.20
11/30/17	Call with AMF	.10
11/30/17	Review file for Lange bills, T/C to Parker re: settlement	.75
11/30/17	Negotiate release w/ Henriod (his office)	3.50
11/30/17	Conversation w/ Green; draft email, send release	.75
11/30/17	Receive and review letter dated 11-30-17	.25

11/30/17	Received and reviewed Lange letter (11-29-17) regarding scheduling discovery; Discussion with AF	.75
11/30/17 & 12/2/17	Email chain with AF re attorney lien	.15
12/1/17	Email Chain with JP, AF, DP, JH, MB, KR; Re: Discovery Motions	.15
12/1/17	Receive and review release email to Defendant	.75
12/1/17	Receive and review release email from Pancoast & discussion with AF	.50
12/1/17	Review Viking's 19 <sup>th</sup> ECC Supplement	.25
12/4/17	Received and reviewed DCRR; L/M for Green/Vannah	.75
12/4/17	Review notice vacating UL Depos	.25
12/4/17	Discussion with AF	.40
12/5/17	T/c with John Green; Email from John Green; Discussion with staff	.40
12/5/17	Review subpoena to Dalacas	.25
12/5/17	Emails to client and John Greene messages	.50
12/5/17	Draft and Send Email to Client and Response	.15
12/6/17	Draft and send email to AF re notice to vacate Caranahan depo	.15
12/6/17	Review file and gather materials requested by Vannah; email from John Greene	2.25
12/6/17	Email from AF re evidentiary hearing from Judge Jones law clerk and discussion with AF	.50
12/6/17	Review notice of vacating depo of Carnahan	.35
12/6/17	Receive and review email from Janet Pancoast; discussion with AF; response; forward to Vannah	.35
12/6/17	Received and reviewed Lange's 13 <sup>th</sup> ECC Supplement	.50
12/6/17	Email Chain with JP, AF; Re: Carnahan Deposition	.15
12/7/17	Email Chain with JP, AF, TP, KR, JM, JH, DP, SM; Re: Evidentiary Hearing	.35
12/7/17	T/C with Vannah	.50



12/7/17	Draft and revise letter; Review of file to Vannah w/ attachment	1.75
12/8/17	Received and reviewed Lange 14 <sup>th</sup> ECC Supplement	1.25
12/8/17	Review Motion for Good faith settlement; discussion with AF	.75
12/8/17	Received and review order granting Giberti Motion for Good Faith Settlement; T/C with Parker	.50
12/8/17	Email chain with AF re Order Granting Giberti MGFS	.15
12/11/17	Email from Zamiski; Response email	.15
12/11/17	Review/ Analyze Lange 15 <sup>th</sup> ECC Supplement	.50
12/11/17	T/C Parker & Pancoast; Email from T. Parker; Email from Crt	.75
12/11/17	Review client's release of claims; emails to J. Greene; Discussions with AF	.50
12/11/17	Draft and send email to AF re Lange's 15 <sup>th</sup> ECC Supplement and review AF response	.25
12/12/17	Draft and send email to AF re Stip to Dismiss and review AF response	.15
12/12/17	Attend hearing on Viking Motion for Good Faith Settlement	1.75
12/6/17- 12/12/17	Messages; Returned messages; discussions with Floyd Hale	.50
12/12/17	Email from J. Pancoast; Received/Reviewed/Analyze stip to dismiss; order on Good faith settlement; discussion with AF	1.25
12/12/17	Received letter from Pancoast to DC Bulla; Pancoast email re checks and signing stips	.50
12/14/17	Review both stips to dismiss; send to J. Pancoast; T/C to M. Nunez; Review email from J. Pancoast	.50
12/15/17	Review email from T.Ure; T/C to J. Pancoast re 2 <sup>nd</sup> stip to dismiss and arrange pick up of settlement checks	.50
12/18/17	Pick up settlement checks; exchange for stip; contact Vannah's office re signature	1.50
12/18/17	T/C and emails to J. Greene re checks; T/C to Pomerantz office re bill; emails; review bills from Pomerantz	1.0

12/18/17	Received, reviewed and analyze email from B. Vannah	.50
12/19/17	Emails to B. Vannah and J. Greene re checks	.25
12/19/17	Received and review email from B. Vannah to J. Christensen; Received and review email from J. Christensen and response from B. Vannah	.25
12/20/17	Request return of sprinklers from Volmer Grey	.25
12/20/17	Receive and review draft Motion for Good Faith Settlement; Lange release for \$100k and release for \$22k	1.50
12/21/17	Review emails from Pancoast and Parker; revise joint motion for good faith settlement and send back to Parker	.75
12/21/17	Receive, review and analyze email from B. Vannah (3:21pm)	.50
12/23/17	Received, reviewed and analyzed email from B. Vannah (10:45pm)	.50
12/26/17	Receive, review and analyze email from J. Christensen to B. Vannah (10:46am)	.25
12/26/17	Receive, review and analyze email from B. Vannah (12:18pm)	.75
12/26/17	Receive, review and analyze email from J. Christensen	.25
12/27/17	Receive, review and analyze email from JC w/e letter attached	.75
12/28/17	Receive, review and analyze email from B. Vannah (3:07pm)	.75
12/28/17	Receive, review and analyze email from B. Vannah (2:03pm)	.25
12/28/17	Receive, review and analyze email from B. Vannah (4:17am)	.75
12/29/17	Received and reviewed email re joint motion and revised joint motion	.40
1/2/18	Revise Lange release and send back to T. Parker	.75
1/2/18	Received/reviewed Viking stip to dismiss	.35
1/2/18	Received/reviewed email from J. Pancoast and T. Parker	.35
1/2/18	Received/reviewed and analyzed letters from Zurich re settlement checks	.25
1/2/18	Received, reviewed and analyzed email from J. Greene (3:45pm)	.25
1/2/18	T/C with S. Guidy at Bank of Nevada	.50

1/3/18	T/C w/ S. Guindy at Bank of Nevada; Received, reviewed and analyzed email with attachments	.75
1/3/18	Analyze , review schedule and additional emails from S. Guindy	.50
1/4/18	Analyze, receive and send emails to S. Guindy at Bank of Nevada; Review Emails from J. Christensen and Bank , J. Greene	.75
1/4/18	Email from T. Parker (E Nunez) re Joint MGFS, sign and return to T. Parker	.50
1/4/18	Email to T. Parker and E. Nunez regarding revisions to release	.50
1/4/18	Travel to Bank of Nevada for bank account requested by client	1.50
1/4/18	Email E. Nunez releases again per her request	.25
1/5/18	Email from S. Guindy and response	.25
1/5/18	Email from Nunez	.15
1/5/18	Review Court filing of MGFS Lange	.25
1/8/18	T/C with S. Guindy; receive, review and analyze letter from Vannah	.50
1/8/18	Travel to Bank of Nevada 2x re Trust deposit	2.5
	Review all Emails concerning service of all pleadings (679 emails)	135.80
	<b>Total Hours</b>	<b>866.20</b>
	<b>Total Fees at \$550 per hour</b>	<b>\$476,410.00</b>

# EXHIBIT KK

EXCERPTS FROM "SUPER BILL" WITH  
FERREL POST-DISCHARGE ENTRIES

**INVOICE FOR ASHLEY M. FERREL**  
***EDGEWORTH v. LANGE PLUMBING, ET AL.***

11/27/17	Draft and serve notice to vacate deposition of Anthasia Dalacas	0.25
11/28/17	Draft and serve amended deposition notice and subpoena for Robert Carnahan	0.25
11/28/17	Review Letter from Lange and discussion with DSS	0.75
11.28.17	Review, Download & Save Subpoena Duces Tecum for Robert Carnahan PE	0.30
11.28.17	Review, Download & Save Amended Notice of Continued Video Deposition of Robert Carnahan P.E. Duces Tecum	0.30
11.29.17	Review, Download & Save Defendants The Viking Corporation and Supply Network, Inc.'s 19 <sup>th</sup> Supplemental NRCP 16.1 Disclosure	0.30
11.29.17	Review, Download & Save Correspondence to Counsel, dated November 29, 2017	0.30
11/29/17	Review Olgilvie response to Lange's Supplement to MSJ; Discussion with DSS re Reply	0.50
11.29.17	Review email from DSS re drafting reply to Lange's supplemental Opposition	1.50
11.29.17	Review email from DSS re drafting notice of attorney lien	0.15
11.29.17	Review email from DSS re letter from Pancoast to Simon	0.15
11.29.17	Email to Pancoast re hearing dates I front of DC Bulla in light of negotiations	0.15
11.30.17	Email to George Olgilvie instructing him to stop working on the case	0.15
11.30.17	Review, Download & Save Letter to Counsel	0.30
11.30.17	Review, Download & Save Correspondence to Discovery Commissioner Bulla regarding Hearings	0.30
11/30/17	Review Viking's 19 <sup>th</sup> ECC Supplement	1.0
11/30/17	Review Letter from Lange regarding discovery scheduling and discussion with DSS	0.75
11.30.17 & 12.2.17	Email chain with DSS re attorney lien	0.15
12/1/17	Draft Notice of Attorney Lien, serve and prepare & send all liens certified mail return receipt requested	2.5
12.1.17	Review, Download & Save Lange Plumbing Verification to Rogs	0.30

**INVOICE FOR ASHLEY M. FERREL**  
**EDGEWORTH v. LANGE PLUMBING, ET AL.**

12.1.17	Review, Download & Save Notice of Attorney Lien	0.30
12/1/17	Review Release from Viking and discussion with DSS re release	0.50
12/4/17	Draft and serve notice to vacate deposition of UL Laboratories	0.25
12/4/17	Review Lange written discovery responses	1.5
12/4/17	Discussion with DSS re scheduling and status of case	0.40
12.4.17	Review, Download & Save Notice Vacating the 2 <sup>nd</sup> Amended Video Depo of NRCP30(b) (6) Designees of Underwriters Laboratories	0.30
12.4.17	Review, Download & Save Discovery Commissioners Report and Recommendations	0.30
12.5.17	Email chain with UL re vacating depo	0.15
12/6/17	Review Lange's 13 <sup>th</sup> ECC Disclosure	2.5
12.6.17	Review email from DSS re notice to vacate Caranahan depo	0.15
12/6/17	Draft and serve Notice to Vacate Robert Carnahan Deposition	0.50
12/6/17	TC with Judge Jones law clerk rehearing scheduling; Discussion with DSS	0.50
12.6.17	Review, Download & Save Service Only – Lange Plumbing 13 <sup>th</sup> Supp to NRCP 16.1 ECC	0.30
12.6.17	Review, Download & Save Service Only – Notice of Vacating the Continued Video Depo of Robert Carnahan	0.30
12.7.17	Review, Download & Save MDGF- Def The Viking Corporation & Supply Network MGF Settlement & Request for OST	0.30
12/8/17	Review Viking Motion for Good Faith Settlement, Analyze and discussion with DSS	0.75
12/8/17	Review Lange's 14 <sup>th</sup> and 15 <sup>th</sup> ECC Disclosure	0.50
12.8.17	Email chain with DSS re Order Granting Giberti MGFS	0.15
12/8/17	Review Stipulation to Dismiss from Viking and discussion with DSS	0.50
12.8.17	Review, Download & Save Lange Plumbing 15 <sup>th</sup> Supplement to 16.1 ECC List Witnesses and Docs	0.30

**INVOICE FOR ASHLEY M. FERREL**  
**EDGEWORTH v. LANGE PLUMBING, ET AL.**

12.8.17	Review, Download & Save Lange Plumbing 14 <sup>th</sup> Supp to 16.1ECC List of Witnesses and Docs	0.30
12/11/17	Discussion with DSS re client's release of claims	0.20
12.11.17	Review email from DSS re Lange's 15 <sup>th</sup> ECC Supplement and response	0.25
12.11.17	Review email from DSS re Lange's 15 <sup>th</sup> ECC Supplement and response	0.25
12/12/17	Review Order granting Giberti Motion for Good Faith Settlement and discussion with DSS	0.25
12.12.17	Review, Download & Save Ltr. To Discovery Commissioner Bulla Re. Settlement	0.30
12.13.17	Review, Download & Save NEO Granting Third Party Def. Giberti Construction LLC Motion for Good Faith Settlement	0.30
1/2/18	Draft Notice of Amended Attorney Lien, serve and prepare & send all liens certified mail return receipt requested	1.5
<b>TOTAL HOURS x \$275 per hour (reduced)</b>		<b>762.6</b>
<b>TOTAL FEES</b>		<b>\$209,715.00</b>

# EXHIBIT LL

DEMONSTRATIVE OF POST-  
DISCHARGE BILLING BY SIMON AND  
FERREL, WITH BREAKDOWN OF HOURS  
BY ESTIMATED PURPOSE



**POST-DISCHARGE BILLING FROM SIMON LAW (billing information taken from Ex. JJ and KK)**

DSS	11/30/2017	Review release; T/C J. Greene; T/C T. Parker; revise release	1.25
DSS	11/30/2017	Call with Teddy Parker	0.15
DSS	11/30/2017	Call with Teddy Parker	0.15
DSS	11/30/2017	Call with Teddy Parker	0.10
DSS	11/30/2017	Call with AMF	0.25
DSS	11/30/2017	Call with Teddy Parker	0.15
DSS	11/30/2017	Call with AMF	0.10
DSS	11/30/2017	Call with AMF	0.10
DSS	11/30/2017	Call with AMF	0.20
DSS	11/30/2017	Call with AMF	0.10
DSS	11/30/2017	Review file for Lange bills, T/C to Parker re: settlement	0.75
DSS	11/30/2017	Negotiate release w/Henriod (his office)	3.50
DSS	11/30/2017	Conversation w/Green; draft email, send release	0.75
DSS	11/30/2017	Receive and review letter dated 11-30-17	0.25
DSS	11/30/2017	Received and reviewed Lange letter (11-29-17) regarding scheduling discovery; Discussion with AF	0.75
11/30/2017 &			
DSS	12/2/2017	Email chain with AF re attorney lien	0.15
DSS	12/1/2017	Email Chain with JP, AF, DP, JH, MB, KR; Re: Discovery Motions	0.15
DSS	12/1/2017	Receive and review release email to Defendant	0.75
DSS	12/1/2017	Receive and review release email from Pancoast & discussion with AF	0.50
DSS	12/1/2017	Review Viking's 19th ECC Supplement	0.25
DSS	12/4/2017	Received and reviewed DCRR; L/M for Green/Vannah	0.75
DSS	12/4/2017	Review notice vacating UL Depos	0.25
DSS	12/4/2017	Discussion with AF	0.40
DSS	12/5/2017	T/c with John Green; Email from John Green; Discussion with staff	0.40
DSS	12/5/2017	Review subpoena to Dalacas	0.25
DSS	12/5/2017	Emails to client and John Greene messages	0.50
DSS	12/5/2017	Draft and Send Email to Client and Response	0.15
DSS	12/5/2017	Draft and send email to AF re notice to vacate Caranahan depo	0.15
DSS	12/6/2017	Review file and gather materials requested by Vannah; email from John Greene	2.25
DSS	12/6/2017	Email from AF re evidentiary hearing from Judge Jones law clerk and discussion with AF	0.50
DSS	12/6/2017	Review notice of vacating depo of Carnahan	0.35
DSS	12/6/2017	Receive and review email from Janet Pancoast; discussion with AF; response, forward to Vannah	0.35

**POST-DISCHARGE BILLING FROM SIMON LAW (billing information taken from Ex. JJ and KK)**

DSS	12/6/2017	Received and reviewed Lange's 13th ECC Supplement	0.50
DSS	12/6/2017	Email Chain with JP, AF; Re: Carnahan Deposition	0.15
DSS	12/7/2017	Email Chain with JP, AF, TP, KR, JM, JH, DP, SM; Re: Evidentiary Hearing	0.35
DSS	12/7/2017	T/C with Vannah	0.50
DSS	12/7/2017	Draft and revise letter; Review of file to Vannah w/ attachment	1.75
DSS	12/8/2017	Received and reviewed Lange 14th ECC Supplement	1.25
DSS	12/8/2017	Review Motion for Good faith settlement; discussion with AF	0.75
DSS	12/8/2017	Received and review order granting Giberti Motion for Good Faith Settlement; T/C with Parker	0.50
DSS	12/8/2017	Email chain with AF re Order Granting Giberti MGFS	0.15
DSS	12/11/2017	Email from Zamiski; Response email	0.15
DSS	12/11/2017	Review/ Analyze Lange 15th ECC Supplement	0.50
DSS	12/11/2017	T/C Parker & Pancoast; Email from T Parker; Email from Crt	0.75
DSS	12/11/2017	Review client's release of claims; email to J. Green Discussion with AF	0.50
DSS	12/11/2017	Draft and send email to AF re Lange's 15th ECC Supplement and review AF response	0.25
DSS	12/12/2017	Draft and send email to AF re Stip to Dismiss and review AF response	0.15
DSS	12/12/2017	<b>Attend hearing on Viking Motion for Good Faith Settlement</b>	1.75
	12/6/2017-		
DSS	12/12/2017	Messages; Returned messages; discussions with Floyd Hale	0.50
		Email from J. Pancoast; Received/Reviewed/ Analyze stip to dismiss order on Good faith settlement; discussion with	
DSS	12/12/2017	AF	1.25
DSS	12/12/2017	Received letter from Pancoast to DC Bulla; Pancoast email re checks and signing stips	0.50
DSS	12/14/2017	Review both stips to dismiss; send to J. Pancoast; T/C to M. Nunez; Review mail from J. Pancoast	0.50
DSS	12/15/2017	Review email from T.Ure; T/C to J. Pancoast re 2nd stip to dismiss and arrange pick up of settlement checks	0.50
DSS	12/18/2017	Pick up settlement checks; exchange for stip; contact Vannah's office re signature	1.50
DSS	12/18/2017	T/C and emails to J. Greene re checks; T/C to Pomerantz office re bill; emails; review bills from Pomerantz	1.00
DSS	12/18/2017	Received, reviewed and analyze email from B. Vannah	0.50
DSS	12/19/2017	Emails to B. Vannah and J. Greene re checks	0.25
		Received and review email from B. Vannah to J. Christensen; Received and review email from J. Christensen and	
DSS	12/19/2017	response from B. Vannah	0.25
	12/20/2017	Request return of sprinklers from Volmer Grey .25	0.25

**POST-DISCHARGE BILLING FROM SIMON LAW (billing information taken from Ex. JJ and KK)**

DSS	12/20/2017	Receive and review draft Motion for Good Faith Settlement; Lange release for 100k and release for \$22k	1.50
DSS	12/21/2017	Review emails from Pancoast and Parker; revise joint motion for good faith settlement and send back to Parker	0.75
DSS	12/21/2017	Receive, review and analyze email from B. Vannah (3:21pm)	0.50
DSS	12/21/2017	Received, reviewed and analyzed email from B. Vannah (10:45pm)	0.50
DSS	12/26/2017	Receive, review and analyze email from J. Christensen to B. Vannah (10:45am)	0.25
DSS	12/26/2017	Receive, review and analyze email from B. Vannah (12:18pm)	0.75
DSS	12/26/2017	Receive, review and analyze email from J. Christensen	0.25
DSS	12/27/2017	Receive, review and analyze email from JC w/e letter attached	0.75
DSS	12/28/2017	Receive, review and analyze email from B. Vannah (3:07pm)	0.75
DSS	12/28/2017	Receive, review and analyze email from B. Vannah (2:03pm)	0.25
DSS	12/28/2017	Receive, review and analyze email from B. Vannah (4: 17am)	0.75
DSS	12/29/2017	Received and reviewed email re joint motion and revised joint motion	0.40
DSS	1/2/2018	Revise Lange release and send back to T. Parker	0.75
DSS	1/2/2018	Received/reviewed Viking stip to dismiss	0.35
DSS	1/2/2018	Received/reviewed email from J. Pancoast and T. Parker	0.35
DSS	1/2/2018	Received/reviewed and analyzed letters from Zurich re settlement checks	0.25
	1/2/2018	Received, reviewed and analyzed email from J. Greene (3:45pm)	0.25
DSS	1/2/2018	T/C with S. Guidy at Bank of Nevada	0.50
DSS	1/3/2018	T/C w/ S. Guidy at Bank of Nevada; Received, reviewed and analyzed email with attachments	0.75
DSS	1/3/2018	Analyze, review schedule and additional emails from S. Guidy	0.50
		Analyze, receive and send emails to S. Guidy at Bank of Nevada; Review emails from J. Christensen and bank, J.	
DSS	1/4/2018	Greene	0.75
DSS	1/4/2018	Email from T. Parker (E Nunez) re Joint MGFS, sign and return to T. Parker	0.50
DSS	1/4/2018	Email to T. Parker and E. Nunez regarding revisions to release	0.50
DSS	1/4/2018	Travel to Bank of Nevada for bank account requested by client	1.50
DSS	1/4/2018	Email E. Nunez releases again per her request	0.25
DSS	1/5/2018	Email from S. Guidy and response	0.25
DSS	1/5/2018	Email from Nunez	0.15
DSS	1/5/2018	Review Court filing of MGFS Lange	0.25
DSS	1/8/2018	T/C with S. Guidy; receive, review and analyze letter from Vannah	0.50
DSS	1/8/2018	Travel to Bank of Nevada 2x re Trust deposit	2.50

**POST-DISCHARGE BILLING FROM SIMON LAW (billing information taken from Ex. JJ and KK)**

AMF	11/30/2017	Email to George Ogilvie instructing him to stop working on the case	0.15
AMF	11/30/2017	Review, Download & Save Letter to Counsel	0.30
AMF	11/30/2017	Review, Download & Save Correspondence to Discovery Commissioner Bulla regarding Hearings	0.30
AMF	11/30/2017	Review Viking's 19th ECC Supplement	1.00
AMF	11/30/2017	Review Letter from Lange regarding discovery scheduling and discussion with DSS	0.75
11/30/2017-			
AMF	12/2/2017	Email chain with DSS re attorney lien	0.15
AMF	12/1/2017	Draft Notice of Attorney Lien, serve and prepare & send all liens certified mail return receipt requested	2.50
AMF	12/1/2017	Review, Download & Save Lange Plumbing Verification to Rogs	0.30
AMF	12/1/2017	Review, Download & Save notice of Attorney Lien	0.30
AMF	12/1/2017	Review Release from Viking and discussion with DSS re release	0.50
AMF	12/4/2017	Draft and serve notice to vacate deposition of UL Laboratories	0.25
AMF	12/4/2017	Review Lange written discovery responses	1.50
AMF	12/4/2017	Discussion with DSS re scheduling and status of case	0.40
AMF	12/4/2017	Review, Download & Save Notice Vacating the 2nd Amended Video Depo of NRCP30(b) (6) Designees of Underwriters Laboratories	0.30
AMF	12/4/2017	Review, Download & Save Discovery Commissioners Report and Recommendations	0.30
AMF	12/5/2017	Email chain with UL re vacating depo	0.15
AMF	12/6/2017	Review Lange's 13th ECC Disclosure	2.50
AMF	12/6/2017	Review email from DSS re notice to vacate Caranahan depo	0.15
AMF	12/6/2017	Draft and serve Notice to Vacate Robert Carnahan Deposition	0.50
AMF	12/6/2017	TC with Judge Jones law clerk rehearing scheduling; Discussion with DSS	0.50
AMF	12/6/2017	Review, Download & Save Service Only -- Lange Plumbing 13th Supp to NRCP 16.1 ECC	0.30
AMF	12/6/2017	Review, Download & Save Service Only -- Notice of Vacating the Continued Video Depo of Robert Carnahan	0.30
AMF	12/7/2017	Review, Download & Save MDGF- Def The Viking Corporation & Supply Network MGF Settlement & Request for OST	0.30
AMF	12/8/2017	Review Viking Motion for Good Faith Settlement, Analyz and discussion with DSS	0.75
AMF	12/8/2017	Review Lange's 14th and 15th ECC Disclosure	0.50
AMF	12/8/2017	Email Chain with DSS re Order Granting Giberti MGFS	0.15
AMF	12/8/2017	Review Stipulation to Dismiss from Viking and Discussion with DSS	0.50
AMF	12/8/2017	Review, Download & Save Lange Plumbing 15th Supplement to 16.1 ECC List Witnesses and Docs	0.30

POST-DISCHARGE BILLING FROM SIMON LAW (billing information taken from Ex. JJ and KK)			
AMF	12/8/2017	Review, Download & Save Lange Plumbing 14th Supp to 16,1 ECC List of Witnesses and Docs	0.30
AMF	12/11/2017	Discussion with DSS re client's release of claims	0.20
AMF	12/11/2017	Review email from DSS re Lange's 15th ECC Supplement and response	0.25
AMF	12/11/2017	Review email from DSS re Lange's 15th ECC Supplement and response	0.25
AMF	12/12/2017	Review Order granting Giberti Motion for Good Faith Settlement and discussion with DSS	0.25
AMF	12/12/2017	Review, Download & Save Ltr. To Discovery Commissioner Bulla Re. Settlement	0.30
AMF	12/13/2017	Review, Download & Save NEO Granting Third Party Def. Giberti Construction LLC Motion for Good Faith Settlement	0.30
AMF	1/8/2018	Draft Notice of Amended Attorney Lien, serve and prepare & send all liens certified mail return receipt requested	1.50
DSS		HOURS BILLED FOR DANIEL S. SIMON @ \$550 RATE	51.85
AMF		HOURS BILLED FOR ASHLEY M. FERRELL @ \$275 RATE	19.25
		TOTAL HOURS BILLED	71.10
		SIMON FEES	28517.50
		FERRELL FEES	5293.75
		TOTAL POST-DISCHARGE FEES	33811.25
		<b>SUMMARY OF POST-DISCHARGE WORK BILLED BY SIMON LAW</b>	
		Admin tasks re Lange Settlement	21.55
		Admin tasks re Viking Settlement, including one hearing (1)	26.65
		Preparation of Attorney Lien	4.85
		Opening Bank Account & Depositing Settlement Checks	7.25
		Undetermined - not sufficient description	10.80
			71.10
		(1) For purpose of estimating category, all T/C with Vannah were added to this category.	

Albert B. Green

Attorneys for Defendant  
Edgeworth Family Trust and  
American Grating, LLC

EDGEWORTH FAMILY TRUST;  
AMERICAN GRATING, LLC,  
  
Plaintiffs,  
  
v.  
  
LANGE PLUMBING, LLC ET AL.,  
  
Defendants.

) Case No: A-18-767242-C  
) Dept. No. X

EDGEWORTH FAMILY TRUST;  
AMERICAN GRATING, LLC,  
  
Plaintiffs,  
  
v.  
  
DANIEL S. SIMON, AT AL.,  
  
Defendants.

) EDGEWORTHS' MOTION  
) FOR ORDER RELEASING  
) CLIENT FUNDS AND  
) REQUIRING THE  
) PRODUCTION OF  
) COMPLETE CLIENT FILE  
)  
) HEARING REQUESTED

1 Defendants Edgeworth Family Trust and American Grating, LLC  
2 (collectively referred to as "Edgeworths") respectfully move this Court for an  
3 order releasing the Edgeworths' settlement funds now being held in a Bank  
4 of Nevada Account, requiring the signatures of Robert Vannah and Daniel  
5 Simon for release, into the Morris Law Group Trust account, and ordering  
6 the release of over \$1.5M in the account that is not reasonably in dispute.  
7 The Edgeworths further move for an Order requiring Simon to produce  
8 their complete client file to them or, at a minimum, deposit the complete  
9 client file with the Court, as he said he would do nearly a year ago.

10 This Motion is based on the papers and pleadings on file, the  
11 declaration of Rosa Solis-Rainey and any argument the Court may consider  
12 on this matter.

13 **MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF**  
14 **MOTION FOR RELEASE OF FUNDS AND MOTION FOR PRODUCTION**  
15 **OF COMPLETE CLIENT FILE**

16 The Court is aware of the facts of this case; thus, only those facts  
17 necessary to address the narrow issues presented by this motion will be  
18 summarized.

19 **I. *RELEVANT FACTS***

20 On November 30, 2017, Daniel Simon filed an attorney charging lien  
21 against settlement proceeds due to the Edgeworths for \$80,326.86 in costs  
22 that were "continuing to accrue." Ex. A. On January 2, 2018, he amended his  
23 lien, reducing the costs claimed to be accruing to \$76,535.93<sup>1</sup> and attorney  
24 fees totaling \$2,345,450 less payments received from the Edgeworths, for a  
25 net of \$1,977,843.80. *See* Ex. B. On January 8, 2018, the Viking settlement

26  
27 <sup>1</sup> Simon again reduced the cost amount later, and the Edgeworths paid  
28 the costs, as the Court acknowledged. *See* Nov. 19, 2018 Decision and Order  
on Motion to Adjudicate Lien at 17:12-13 ("there are no outstanding costs  
remaining owed").

1 proceeds were deposited into a bank account that requires dual signatures  
2 for release, Mr. Simon's and Robert Vannah's, whom the Edgeworths had  
3 retained to help Simon finish finalizing the settlement. Settlement funds in  
4 excess of those that would satisfy Simon's claimed lien were released to the  
5 Edgeworths. Today, however, more than \$2M remains in that account, of  
6 which no more than \$537,502.50 would completely satisfy the amount this  
7 Court and the Nevada Supreme Court has ruled would pay Simon *all* he  
8 would be entitled to *if* the Edgeworths' pending motion to reconsider this  
9 Court's Third Amended Decision and Order is denied. Mr. Vannah has  
10 confirmed he will sign to transfer the funds now; Mr. Simon would not  
11 agree to the transfer or release of any funds to avoid this motion practice  
12 and judicial intervention. *See* Exs. C and D.

13 With respect to the case file, the Edgeworths requested in 2017 that  
14 Simon provide them with all documentation he had regarding the Viking  
15 settlement discussions. Ex. E. In response, he provided two settlement drafts  
16 on November 30, 2017. Ex. DD and EE to 5/3/21 Mot. for Recon. In 2018,  
17 Simon also provided the Edgeworths' "original file," but it was not complete  
18 and only included selected portions of the file. Ex. F. When the Edgeworths  
19 realized the file was incomplete, their counsel served Simon's counsel with a  
20 notice of intent to bring a motion to compel the production of the complete  
21 file under NRS 7.055(2). Ex. G. After much back and forth addressing  
22 Simon's alleged obstacles to producing the file, his office sent Mr.  
23 Edgeworth the file, minus "protected confidential material" and promised to  
24 deposit the balance of the file with the Court, which he did not do. Ex. H,  
25 May 27, 2020 Exchanges; *see also* Exs. 2 – 4 to Pl.'s Opp'n to Mot. for Recon.  
26 The files he did produce were on a portable hard drive; the files were  
27 disorganized and often indecipherable, which made review very difficult  
28 and time consuming. Solis-Rainey Decl. ¶6.



1 Because the file was still not complete, Edgeworths' counsel raised the  
2 deficiencies in a telephone call to Simon's counsel, James Christensen. Solis-  
3 Rainey Decl. ¶ 9. Mr. Christensen asked that a list of items identified as  
4 missing be provided so he could discuss it with Mr. Simon. *Id.* As he  
5 requested, a letter outlining the deficiencies noted thus far was sent to Mr.  
6 Christensen on May 4, 2021. Ex. I. Among the deficiencies noted in the  
7 allegedly "complete" file produced in 2020 was email produced between  
8 Simon and opposing counsel or other third parties that had been stripped of  
9 the referenced attachments. The file also did not include correspondence,  
10 including email, with third parties regarding the settlement of the Viking  
11 and Lange Plumbing claims. Also missing were earlier drafts of the  
12 settlement agreements with Viking and Lange, complete communications to  
13 and from the experts, including expert reports, if any, as well as research  
14 memos (and much of the research) prepared on behalf of the Edgeworths.  
15 *Id.*

16 In response to the letter he requested, Mr. Christensen resurrected the  
17 same excuses raised by Simon's other counsel in 2020 for not producing the  
18 file. Ex. J. These included the claimed retaining lien on the file and alleged  
19 confidentiality issues for which he provided no substantiation, both excuses  
20 raised and presumably resolved when Simon tendered the allegedly  
21 complete, but in fact incomplete, file in 2020. Nevada law requires Mr.  
22 Simon, a terminated attorney, to turn over the **complete** client file. His prior  
23 productions of incomplete files suggest that the excuses offered for failure to  
24 produce his complete file show gamesmanship to frustrate the Edgeworths  
25 that is indicated by the folder Simon named "Finger for Edgeworth" in the  
26 incomplete file he provided in 2020. Ex. K. The record also demonstrates  
27 that when seeking to substantiate his "super bill," Simon and his office spent  
28 extensive time going through what his associate described as a "huge" client

1 file, much of which was in paper form; with extensive email. *See, e.g.*, Ex. L  
2 at 106, 108, 109, 111-12. During the August 29, 2018 hearing, in fact, Simon's  
3 office claimed that all billed entries describing email "ha[d] all been  
4 produced." Ex. L. at 197. Complete email is among the items missing from  
5 the file Simon produced. *See* Ex. J.

6 **II. LEGAL STANDARD**

7 This Court found that Simon was discharged November 29, 2017, and  
8 that he was entitled to the reasonable value of his services after he was  
9 discharged, *from November 30 forward*. That decision has been appealed  
10 and affirmed by the Nevada Supreme Court. In its December 30, 2020 Order  
11 the Supreme Court said:

12 . . . .

13 [w]e conclude that the district court acted within its sound  
14 discretion by finding that the Edgeworths constructively  
15 discharged Simon on November 29, 2017.

16 Although we conclude that the district court correctly  
17 found that Simon was entitled to quantum meruit for work done  
18 after the constructive discharge . . . we agree with the  
19 Edgeworths that the district court abused its discretion by  
20 awarding \$200,000 in quantum meruit without making findings  
regarding the work Simon performed after the constructive  
discharge.

21 12/30/20 Order, Nev. Sup. Ct. Case Nos. 77678/76176 *rehearing denied*)  
22 (emphasis added and citations omitted). Simon challenged the amount  
23 awarded to him in a writ proceeding in the Supreme Court, which was  
24 consolidated with two other then-pending cases for most of the appellate  
25 proceedings. It was deconsolidated for disposition on December 28, and on  
26 December 30, 2020, the Supreme Court issued an Order denying the writ  
27 petition as moot, because the issues had been adjudicated in the Court's  
28 substantive order issued that same day in which this Court's award of  
\$200,000 in *quantum meruit* was vacated and the case remanded for further

1 proceedings on the basis for awarding the \$200,000. 12/30/20 Order, Nev.  
2 Sup. Ct. 79821 (writ).

3 The Edgeworths did not challenge the roughly \$285K in fees the  
4 district court awarded for the period of September 19 to November 29, 2017.  
5 *Id.* at 2-3, and at n.3. The Supreme Court Order irrevocably establishes the  
6 law of the case and now controls in this Court. The law of the case doctrine  
7 prevents Simon from rearguing that he is entitled to more than the  
8 reasonable value of the limited services he provided *from November 30,*  
9 *2017 forward.* *Hsu v. County of Clark*, 123 Nev. 625, 629-30, 173 P.3d 724,  
10 728 (2007) ("[w]hen an appellate court states a principle or rule of law  
11 necessary to a decision, the principle or rule becomes the law of the case and  
12 must be followed throughout its subsequent progress, both in the lower  
13 court and upon subsequent appeal.")

14 With respect to Simon's client file, NRS 7.055 requires that "an attorney  
15 who has been discharged . . . upon demand and payment of the fee due  
16 from the client, immediately deliver to the client all papers, documents,  
17 pleadings and items of tangible personal property which belong to or were  
18 prepared for that client." The statute goes on to say that "if there is doubt as  
19 to the ownership" of any portions of the file, it may be deposited with the  
20 clerk of the court, which Simon said he would do, but did not.

### 21 **III. ARGUMENT**

#### 22 **A. The Client's Funds Should be Released to Them.**

23 The Supreme Court remanded this case to this Court for a limited  
24 purpose: to explain the basis for the \$200K *quantum meruit* award, and its  
25 reasonableness.<sup>2</sup> In an effort to avoid this motion, the Edgeworths proposed  
26 to Simon that the account at Bank of Nevada be transferred to Morris Law

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27 <sup>2</sup> The remand also required that the Court evaluate the reasonableness  
28 of the fees granted under NRS 18.010(2)(b), but that amount is not in issue in  
this Motion, and the fees will be satisfied from the proceeds once released.

1 Group's Trust Account, and that all *uncontested* amounts be paid at once to  
2 Simon and/or his counsel. The contested amount would be maintained in  
3 the Morris Law Group Trust account, and the balance disbursed to the  
4 Edgeworths. Simon refused this proposal, taking the position that if the  
5 Edgeworths could maintain the *quantum meruit* amount was less than  
6 awarded by the Court, he could take the position that he is owed more than  
7 \$200,000. This position is not credible under the law of the case. Simon was  
8 given a full opportunity to adjudicate the amount owed to him; his claim  
9 that he is entitled to \$2.4M in fees (less payments received) has been  
10 considered and rejected by this Court and affirmed by the Supreme Court.  
11 He has presented a list of the services performed between November 30  
12 forward, and he cannot now reopen or enlarge the *quantum meruit* amount  
13 or period as he wishes to do. With his compensation issues conclusively  
14 decided but for the limited post-discharge period, Simon has no legitimate  
15 excuse for holding over \$2M of the Edgeworths' funds hostage. His belief  
16 that he was entitled to nearly \$2M that he alleged in his charging lien filed  
17 on January 2, 2018 has been conclusively rejected. He cannot, as a matter of  
18 law, reasonably maintain that he is entitled to more than the \$252,520 for  
19 attorney fees, costs, and *quantum meruit* that the Supreme Court directed  
20 this Court to justify would be reasonable.

21 Simon's repeated claims that the money is being held pursuant to  
22 orders of this Court are not substantiated by the record. *See* Ex. M, Excerpts  
23 of Simon's Opp'n to Edgeworths' Special Mot. to Dismiss in Case No. A-19-  
24 807433-C at 11:20-21 (stating that "disputed funds remain held in trust . . .  
25 because *the Court ordered that the money should not be distributed*  
26 *pending appeal.*" (emphasis added)); at 27:22-23 ("Following the hearing,  
27 Judge Jones *ordered the funds remain in the account* after the Edgeworths  
28 *appealed* to the Supreme Court." (emphasis added)); *see also* Ex. N Excerpts

1 of Simon's Opp'n to Vannah's NRCP 12(b)(5) Mot. to Dismiss at 13:9-10  
2 ("Only the disputed funds remain in the special trust account. *Simon is*  
3 *following the District Court order* to keep the disputed funds safe pending  
4 appeal."). The Edgeworths' former counsel brought a motion to release the  
5 funds, *after* the appeal was noticed but *before* it was heard. Correctly,  
6 however, this Court found that "the Court does not have jurisdiction as this  
7 case has been appealed . . ." 2/5/19 Min. Order. Though the minute order  
8 instructed plaintiff's counsel prepare the order and submit it to opposing  
9 counsel for review, and then to the Court, there is no record that instruction  
10 was followed. A disposition due to lack of jurisdiction is not an instruction  
11 to withhold all of the funds in the account following appeal, as Simon  
12 claims. In any event, the appeal has been decided and remand has been  
13 issued with regard to not all that is held in trust, but only \$252,520 of those  
14 funds.

15 Furthermore, Simon's insistence on unilaterally withholding over \$2M  
16 from the settlement proceeds was inconsistent with NRS 18.015(1), which  
17 permits a charging lien, but only in "the amount of any fee **which has been**  
18 **agreed upon** by the attorney and client." NRS 18.015(1)(b)<sup>3</sup>; *see also, Hoff v.*  
19 *Walters*, 129 Nev. 1122 (2013) (unpublished) (recognizing statute sets the  
20 limit on amount of charging lien). Simon knew at the time he asserted the  
21 lien that the fees he claimed were disputed, and he knew the time spent on  
22 the file, and the hourly rates that had been established for his firm's work.  
23 At most, Simon should have asserted a lien only for an amount equal to the  
24 hours he billed at the rate that he requested and applied throughout his  
25 relationship with the Edgeworths.

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27 <sup>3</sup> NRS 18.015(1)(b) in its entirety says "A lien pursuant to subsection 1  
28 is for the amount of any fee which has been agreed upon by the attorney  
and client. In the absence of an agreement, the lien is for a reasonable fee for  
the services which the attorney has rendered for the client."

1 Even if Simon legitimately believed that the amount of his lien "was  
2 the reasonable fee for the services," once the Court determined that Simon  
3 was not entitled to a contingency or flat fee, and that he was entitled to  
4 approximately \$485,000 in fees, Simon should have immediately released  
5 the balance of the settlement proceeds that Simon encumbered to the client.  
6 Nothing in NRS 18.015(1)(b) permits a lawyer to withhold more of the  
7 client's funds than what was agreed for fees and costs, and certainly not  
8 more than the Court determined a lien was worth. This is especially true  
9 when the dispute over the amount owed arises because of the attorney's  
10 own failure to communicate the basis or rate of his compensation "to the  
11 client, preferably in writing, before or within a reasonable time after  
12 commencing the representation." RPC 1.5.

13 The approximately \$285K based on the implied contract at the hourly  
14 rates he requested for work performed on or prior to November 29, 2017 has  
15 been accepted and is not in issue, as the Supreme Court recognized. The  
16 \$200K in *quantum meruit* for the reasonable value of the limited post-  
17 discharge services provided is all that remains in issue.

18 The Edgeworths have sought reconsideration of the *quantum meruit*  
19 award because they do not understand the basis for it, and because it does  
20 not comport with the Supreme Court's mandate. Given the finality of the  
21 findings that Simon is not entitled to a contingency fee, or a \$1M+ flat fee, it  
22 is unreasonable for him to maintain that the amount held in trust (more than  
23 \$2M) should be held as security for what **at most** is \$200,000 in issue. Please  
24 remember that the reasonable value of the services Simon provided, post-  
25 discharge, based on his own records, is less than \$34,000. He should not be  
26 allowed to hold approximately \$1.5M hostage.

1           **B. The Edgeworths are Entitled to Their Complete Client File.**

2           Like he is doing with the trust funds on deposit, Simon continues to  
3 hold the Edgeworths' *complete* file<sup>4</sup> hostage. The Edgeworths have  
4 requested missing portions of their file since 2017. *See* Ex. E. The missing  
5 information from the file was requested in 2018 and Simon produced  
6 *portions* of it. *See* F. Although Simon disputes the earlier request date, he  
7 cannot dispute that the Edgeworths made clear and unambiguous demands  
8 for their *complete* file by May 17, 2020. Ex. G.

9           Simon previously told this Court that the file had been produced.  
10 4/13/21 Opp'n to Mot. for Reconsid. at 6 (under the heading "The  
11 Edgeworths have the case file," they go on to say: "In 2020, a different  
12 Edgeworth lawyer asked for the file and the file was given directly to Brian  
13 Edgeworth as requested."). This representation to the Court was made in the  
14 context of the Edgeworths' contention that they did not have their *complete*  
15 *file*. *See* 3/30/21 Mot. for Recon. at 14. Following the 2020 demands for the  
16 complete file, Simon again threw up obstacles to its production, claiming the  
17 existence of a retaining lien (which he knew was secured many times over  
18 by the amount of the settlement funds still tied up due to his refusal to  
19 release the account) and demanding that counsel sign a protective order in  
20 place in the underlying case. *See* Ex. G (re retaining lien); Ex. H at 3 (re  
21 protective order issue). The Edgeworths' counsel properly reminded Simon  
22 that the clients were already bound by the protective order and entitled to  
23 receive their complete file, without counsel needing to sign the protective  
24

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25           <sup>4</sup> The 2020 exchanges concerning the file acknowledged that "internal  
26 emails based on relevancy, work product privilege and proportionality" had  
27 been withheld. *See* Ex. P. Without waiving any objections or rights  
28 regarding those "internal" emails, that should nonetheless be preserved in  
light of defamation litigation initiated by Simon, the strictly internal emails  
are not the subject of this Motion.

1 order. Ex. H. Ultimately, Simon's counsel agreed to produce the file, sans the  
2 "confidential material" from third-parties, and agreed he would deposit "the  
3 balance of the file with the Clerk." Ex. H at 3. While an electronic drive with  
4 a portion of the file was sent to Mr. Edgeworth, there is no indication in the  
5 record that the rest of the file was deposited with the court clerk.

6 When Edgeworths' counsel again demanded the file pursuant to NRS  
7 7.055, Ex. I, Mr. Christensen claimed it had been previously produced, and  
8 when informed that significant gaps remained, he asked for a list of what  
9 was believed to be missing. Ex. J. Simon's response to the latest demand for  
10 the file confirms that despite his contention that the mostly-complete file  
11 had been produced, is simply not true. *Id.* Simon's counsel again raises the  
12 false retaining lien and confidentiality issues raised and addressed, and  
13 presumably resolved, in 2020. Ex. H.

14 The retaining lien issue should be a non-starter given that Simon  
15 refuses to sign off on releasing the \$2M+ funds that he is essentially now  
16 controlling (Mr. Vannah has unequivocally agreed to sign off on the transfer  
17 of the funds), despite the Edgeworths' offer to settle all undisputed balances  
18 owed to him, and maintain the contested portion in trust. Simon is more  
19 than adequately secured. He cannot legitimately use that excuse to withhold  
20 the file. Simon resurrected contention that confidentiality issues that were  
21 resolved nearly one year ago when he produced portions of the file also do  
22 not support withholding it. The Edgeworths are bound by the  
23 confidentiality terms in the underlying litigation, and they are entitled to  
24 their complete client file, especially since Simon has sued them in a separate  
25 lawsuit. Simon has offered no legitimate reason for continuing withholding  
26 the Edgeworth's complete file; the Court should order it to be produced, at  
27 once, consistent with NRS 7.055.  
28



1 IV. CONCLUSION

2 For the foregoing reasons, the Edgeworths respectfully ask that the  
3 Court issue an order requiring Simon to sign off to transfer the withheld  
4 settlement trust funds into the Morris Law Group Trust Account, and  
5 thereafter authorize Morris Law Group to hold \$537,502.50 in the Trust  
6 Account to disburse as set forth below, and to release the remainder of the  
7 settlement funds to the Edgeworths:

8 (1) \$284,982.50 to Simon as fees for the period between September 19  
9 and November 29, 2017;

10 (2) \$52,520 to Simon for attorney's fees (\$50,000) and costs (\$2,520)  
11 awarded under NRS 18.010(2)(b);

12 (3) At least \$200,000 to be maintained in Trust pending a final  
13 disposition on the amount Simon is due under *quantum meruit*.

14 The Edgeworths further request pursuant to NRS 7.055, that the Court  
15 order Simon to turn over their complete client file to them; understanding  
16 they will remain bound by the confidentiality order for the duration stated  
17 therein.

18 MORRIS LAW GROUP

19 By: /s/ STEVE MORRIS

20 Steve Morris, Bar No. 1543  
21 Rosa Solis-Rainey, Bar No. 7921  
22 801 S. Rancho Dr., Ste. B4  
Las Vegas, Nevada 89106

23 Attorneys for Defendants  
24 Edgeworth Family Trust and  
25 American Grating, LLC  
26  
27  
28

CERTIFICATE OF SERVICE

Pursuant to Nev. R. Civ. P. 5(b) and NEFCR 9, I certify that I am an employee of MORRIS LAW GROUP, and that I caused the following to be served via the Court's mandatory e-filing and service system to those persons designated by the parties in the E-Service Master list for the above-referenced matter: **EDGEWORTHS' MOTION FOR ORDER RELEASING CLIENT FUNDS AND REQUIRING THE PRODUCTION OF COMPLETE CLIENT FILE**

DATED this 13th day of May, 2021.

By: /s/ TRACI K. BAEZ  
An employee of Morris Law Group

**DECLARATION OF ROSA SOLIS-RAINEY IN SUPPORT OF EDGEWORTHS'  
MOTION FOR ORDER RELEASING CLIENT FUNDS AND REQUIRING THE  
PRODUCTION OF COMPLETE CLIENT FILE**

I, Rosa Solis-Rainey, declare as follows:

1. I am an attorney and counsel of record in this matter in this matter and competent to testify as to the following matters.
2. In hopes of avoiding the need for judicial intervention, on May 3, 2021, I spoke with Robert Vannah to confirm he was agreeable to signing off on the transfer of the Edgeworths' settlement funds, and disbursement of the undisputed portion of the funds. He confirmed he is prepared to sign off at any time.
3. That same day, I sent Daniel Simon and Jim Christensen, his lawyer, a request that the funds in the Bank of Nevada account set up to hold the funds claimed under Mr. Simon's lien in 2018 be transferred to my firm's trust account, and agree that undisputed amounts be immediately disbursed to Mr. Simon and/or Mr. Christensen, that disputed amounts continue to be held in our Trust account, and that the rest be disbursed to the Edgeworths. A true and correct copy of that letter is attached hereto as Exhibit C.
4. Mr. Christiansen responded with a letter, a copy of which is attached here as Exhibit D.
5. I am informed and believe that the Edgeworths have still not received their complete client file from Simon, though portions were produced in 2018 and in 2020.
6. I am informed and believe that the portions of the file received were disorganized and often indecipherable, which made review very difficult and time consuming.
7. On May 4, I called Mr. Christiansen to discuss the request to release the

funds, and to clarify I understood my obligation not to discuss matters with represented parties and had not spoken with Simon, but simply emailed my 5/3/21 letter to both of them in the interest of efficiency. With respect to the request to transfer the funds, he confirmed he had no objection to transferring the money into my firm's Trust account, but would confirm that with his client. His response to my proposal was that if the Edgeworths could claim that the amount due under *quantum meruit* was less than the Court ordered, then he could claim it was more, and he therefore considered all the funds to be disputed.

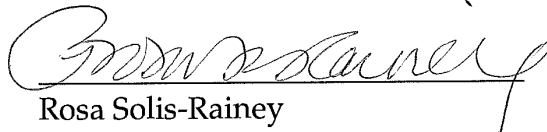
8. We discussed the reasonableness of that position given the Court's decision that Simon was *not* entitled to a contingency or flat fee, and save a couple narrow issues, those findings had been affirmed by the Supreme Court. I pointed out that the only disputed issue remaining were the scrivener errors and the basis and reasonableness of the amount awarded for work performed from November 30 forward. We could not reach agreement, but he said he would respond regarding the transfer of the funds. I have not received a response on that issue.
9. On that same call, I raised the incompleteness of the client file produced to the Edgeworths, and he stated he believed it had all been produced. I described some of the content that was missing, and he asked that I send him a list, which he would review with his client. Exhibit I is a true and correct copy of the letter I sent requesting release of the entire client file.
10. Exhibit J is his response to that request, reiterating the same excuses raised by Simon's team in 2020, which I believed had been resolved since the exchanges say the client file minus documents marked confidential would be produced, and the rest deposited with the court.
11. I sent a follow-up email responding to Mr. Christensen's letter on May 11,

2021, a true and correct copy is attached hereto as Exhibit O.

12. Exhibits A, B, E, G-H, L-N and P are true and correct copies, or excerpts thereof, of documents from the Court record, which I obtained from the court files.
13. I am informed and believe that Exhibit F is a copy of the receipt Simon asked Vannah & Vannah to sign when he produced a portion of the file in 2018.
14. I am informed and believe that Exhibit K is a screen print of the folders in the hard-drive Simon's office provided to Mr. Edgeworth as the client file in 2020.

I declare the foregoing under penalty of perjury under the laws of the State of Nevada.

Dated this 13<sup>th</sup> day of May, 2021.

  
Rosa Solis-Rainey

# **EXHIBIT A**

Simon's Notice of Attorney's Lien Filed on  
11/30/2017

---



1 **ATLN**  
2 DANIEL S. SIMON, ESQ.  
3 Nevada Bar No. 4750  
4 ASHLEY M. FERREL, ESQ.  
5 Nevada Bar No. 12207  
6 810 S. Casino Center Blvd.  
7 Las Vegas, Nevada 89101  
8 Telephone (702) 364-1650  
9 lawyers@simonlawlv.com  
10 *Attorneys for Plaintiffs*

11  
12  
13 **DISTRICT COURT**  
14 **CLARK COUNTY, NEVADA**  
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Plaintiffs,

vs.

CASE NO.: A-16-738444-C  
DEPT. NO.: X

LANGE PLUMBING, L.L.C.;  
THE VIKING CORPORATION,  
a Michigan corporation;  
SUPPLY NETWORK, INC., dba VIKING  
SUPPLYNET, a Michigan corporation;  
and DOES I through V and ROE  
CORPORATIONS VI through X, inclusive,

Defendants.

**NOTICE OF ATTORNEY'S LIEN**

**NOTICE IS HEREBY GIVEN** that the Law Office of Daniel S. Simon, a Professional Corporation, rendered legal services to EDGEWORTH FAMILY TRUST and AMERICAN GRATING, LLC., for the period of May 1, 2016, to the present, in connection with the above-entitled matter resulting from the April 10, 2016, sprinkler failure and massive flood that caused substantial damage to the Edgeworth residence located at 645 Saint Croix Street, Henderson, Nevada 89012.

That the undersigned claims a lien, pursuant to N.R.S. 18.015, to any verdict, judgment, or decree entered and to any money which is recovered by settlement or otherwise and/or on account of the suit filed, or any other action, from the time of service of this notice. This lien arises from the services which the Law Office of Daniel S. Simon has rendered for the client, along with court costs and out-of-pocket costs advanced by the Law Office of Daniel S. Simon in an amount to be

SIMON LAW  
810 S. Casino Center Blvd.  
Las Vegas, Nevada 89101  
702-364-1650 Fax: 702-364-1655

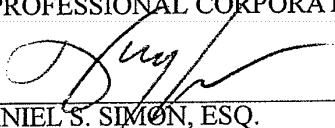
1 determined.

2 The Law Office of Daniel S. Simon claims a lien for a reasonable fee for the services rendered  
3 by the Law Office of Daniel S. Simon on any settlement funds, plus outstanding court costs and out-  
4 of-pocket costs currently in the amount of \$80,326.86 and which are continuing to accrue, as  
5 advanced by the Law Office of Daniel S. Simon in an amount to be determined upon final resolution.  
6 The above amount remains due, owing and unpaid, for which amount, plus interest at the legal rate,  
7 lien is claimed.

8 This lien, pursuant to N.R.S. 18.015(3), attaches to any verdict, judgment, or decree entered  
9 and to any money which is recovered by settlement or otherwise and/or on account of the suit filed,  
10 or any other action, from the time of service of this notice.

11 Dated this 30<sup>th</sup> day of November, 2017.

12 THE LAW OFFICE OF DANIEL S. SIMON,  
13 A PROFESSIONAL CORPORATION

14   
15 DANIEL S. SIMON, ESQ.  
16 Nevada Bar No. 4750  
17 ASHLEY M. FERREL, ESQ.  
18 Nevada Bar No. 12207  
19 SIMON LAW  
20 810 South Casino Center Blvd.  
21 Las Vegas, Nevada 89101  
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SIMON LAW  
810 S. Casino Center Blvd.  
Las Vegas, Nevada 89101  
702-364-1650 Fax: 702-364-1655

1 STATE OF NEVADA )  
2 ) ss.  
3 COUNTY OF CLARK )


4 DANIEL S. SIMON, being first duly sworn, deposes and says:

5 That he is the attorney who has at all times represented EDGEWORTH FAMILY TRUST and  
6 AMERICAN GRATING, LLC., as counsel from May 1, 2016, until present, in its claims for damages  
7 resulting from the April 16, 2016, sprinkler failure that caused substantial damage to the Edgeworth  
8 residence located at 645 Saint Croix Street, Henderson, Nevada.

9 That he is owed for attorney's fees for a reasonable fee for the services which have been  
10 rendered for the client, plus outstanding court costs and out-of-pocket costs, currently in the amount  
11 of \$80,326.86, and which are continuing to accrue, as advanced by the Law Office of Daniel S. Simon  
12 in an amount to be determined upon final resolution of any verdict, judgment, or decree entered and  
13 to any money which is recovered by settlement or otherwise and/or on account of the suit filed, or any  
14 other action, from the time of service of this notice. That he has read the foregoing Notice of  
15 Attorney's Lien; knows the contents thereof, and that the same is true of his own knowledge, except  
16 as to those matters therein stated on information and belief, and as to those matters, he believes them  
17 to be true.

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DANIEL S. SIMON

23 SUBSCRIBED AND SWORN  
24 before me this 30 day of November, 2017

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Notary Public

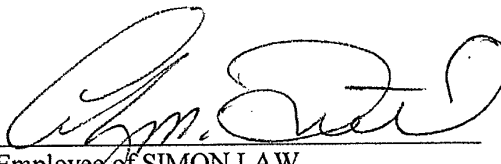


SIMON LAW  
810 S. Casino Center Blvd.  
Las Vegas, Nevada 89101  
702-364-1650 Fax: 702-364-1655

**CERTIFICATE OF MAIL**

I hereby certify that on this 30<sup>th</sup> day of November, 2017, I served a copy, via Certified Mail, Return Receipt Requested, of the foregoing **NOTICE OF ATTORNEY'S LIEN** on all interested parties by placing same in a sealed envelope, with first class postage fully prepaid thereon, and depositing in the U. S. Mail, addressed as follows:

Brian and Angela Edgeworth  
645 Saint Croix Street  
Henderson, Nevada 89012

  
An Employee of SIMON LAW

SIMON LAW  
810 S. Casino Center Blvd.  
Las Vegas, Nevada 89101  
702-364-1650 Fax: 702-364-1655

**CERTIFICATE OF E-SERVICE & U.S. MAIL**

Pursuant to NEFCR 9, NRCP 5(b) and EDCR 7.26, I certify that on this 30<sup>th</sup> day of November, 2017, I served the foregoing **NOTICE OF ATTORNEY'S LIEN** on the following parties by electronic transmission through the Wiznet system and also via Certified Mail- Return

Receipt Requested:

Theodore Parker, III, Esq.  
PARKER NELSON & ASSOCIATES  
2460 Professional Court, Ste. 200  
Las Vegas, NV 89128  
*Attorney for Defendant*  
*Lange Plumbing, LLC*

Michael J. Nunez, Esq.  
MURCHISON & CUMMING, LLP  
350 S. Rampart Blvd., Ste. 320  
Las Vegas, NV 89145  
*Attorney for Third Party Defendant*  
*Giberti Construction, LLC*

Janet C. Pancoast, Esq.  
CISNEROS & MARIAS  
1160 N. Town Center Dr., Suite 130  
Las Vegas, NV 89144  
*Attorney for Defendant*  
*The Viking Corporation and*  
*Supply Network, Inc. dba Viking Supplynet*

Randolph P. Sinnott, Esq.  
SINNOTT, PUEBLA, CAMPAGNE  
& CURET, APLC  
550 S. Hope Street, Ste. 2350  
Los Angeles, CA 90071  
*Attorney for Zurich American Insurance Co.*

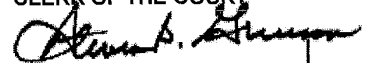
Angela Bullock  
Kinsale Insurance Company  
2221 Edward Holland Drive, Ste. 600  
Richmond, VA 23230  
*Senior Claims Examiner for*  
*Kinsale Insurance Company*

  
An Employee of SIMON LAW

# **EXHIBIT B**

Notice of Simon's Amended Attorney's Lien  
Filed on 1/2/2018

---



1 **ATLN**  
2 DANIEL S. SIMON, ESQ.  
3 Nevada Bar No. 4750  
4 ASHLEY M. FERREL, ESQ.  
5 Nevada Bar No. 12207  
6 810 S. Casino Center Blvd.  
7 Las Vegas, Nevada 89101  
8 Telephone (702) 364-1650  
9 lawyers@simonlawlv.com  
10 *Attorneys for Plaintiffs*

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**DISTRICT COURT  
CLARK COUNTY, NEVADA**

9 EDGEWORTH FAMILY TRUST; and )  
10 AMERICAN GRATING, LLC.; )

11 Plaintiffs, )

12 vs. )

CASE NO.: A-16-738444-C  
DEPT. NO.: X

13 LANGE PLUMBING, L.L.C.; )  
14 THE VIKING CORPORATION, )  
15 a Michigan corporation; )  
16 SUPPLY NETWORK, INC., dba VIKING )  
17 SUPPLYNET, a Michigan corporation; )  
18 and DOES I through V and ROE )  
19 CORPORATIONS VI through X, inclusive, )

20 Defendants. )

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**NOTICE OF AMENDED ATTORNEY'S LIEN**

29 **NOTICE IS HEREBY GIVEN** that the Law Office of Daniel S. Simon, a Professional  
30 Corporation, rendered legal services to EDGEWORTH FAMILY TRUST and AMERICAN  
31 GRATING, LLC., for the period of May 1, 2016, to the present, in connection with the above-entitled  
32 matter resulting from the April 10, 2016, sprinkler failure and massive flood that caused substantial  
33 damage to the Edgeworth residence located at 645 Saint Croix Street, Henderson, Nevada 89012.

34 That the undersigned claims a total lien, in the amount of \$2,345,450.00, less payments made  
35 in the sum of \$367,606.25 for a final lien for attorney's fees in the sum of \$1,977,843.80, pursuant  
36 to N.R.S. 18.015, to any verdict, judgment, or decree entered and to any money which is recovered  
37 by settlement or otherwise and/or on account of the suit filed, or any other action, from the time of  
38 service of this notice. This lien arises from the services which the Law Office of Daniel S. Simon has

SIMON LAW  
810 S. Casino Center Blvd.  
Las Vegas, Nevada 89101  
702-364-1650 Fax: 702-364-1655

SIMON LAW  
810 S. Casino Center Blvd.  
Las Vegas, Nevada 89101  
702-364-1650 Fax: 702-364-1655

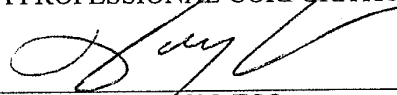
1 rendered for the client, along with court costs and out-of-pocket costs advanced by the Law Office  
2 of Daniel S. Simon in the sum of \$76,535.93, which remains outstanding.

3 The Law Office of Daniel S. Simon claims a lien in the above amount, which is a reasonable  
4 fee for the services rendered by the Law Office of Daniel S. Simon on any settlement funds, plus  
5 outstanding court costs and out-of-pocket costs currently in the amount of \$76,535.93, and which are  
6 continuing to accrue, as advanced by the Law Office of Daniel S. Simon in an amount to be  
7 determined upon final resolution. The above amount remains due, owing and unpaid, for which  
8 amount, plus interest at the legal rate, lien is claimed.

9 This lien, pursuant to N.R.S. 18.015(3), attaches to any verdict, judgment, or decree entered  
10 and to any money which is recovered by settlement or otherwise and/or on account of the suit filed,  
11 or any other action, from the time of service of this notice.

12 Dated this 2<sup>nd</sup> day of January, 2018.

13 THE LAW OFFICE OF DANIEL S. SIMON,  
14 A PROFESSIONAL CORPORATION

15 

16 DANIEL S. SIMON, ESQ.  
17 Nevada Bar No. 4750  
18 ASHLEY M. FERREL, ESQ.  
19 Nevada Bar No. 12207  
20 810 South Casino Center Blvd.  
21 Las Vegas, Nevada 89101  
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SIMON LAW  
810 S. Casino Center Blvd.  
Las Vegas, Nevada 89101  
702-364-1650 Fax: 702-364-1655

**CERTIFICATE OF E-SERVICE & U.S. MAIL**

Pursuant to NEFCR 9, NRCP 5(b) and EDCR 7.26, I certify that on this 2<sup>nd</sup> day of January, 2018, I served the foregoing **NOTICE OF AMENDED ATTORNEY'S LIEN** on the following parties by electronic transmission through the Wiznet system and also via Certified Mail- Return

Receipt Requested:


Theodore Parker, III, Esq.  
PARKER NELSON & ASSOCIATES  
2460 Professional Court, Ste. 200  
Las Vegas, NV 89128  
*Attorney for Defendant*  
*Lange Plumbing, LLC*

Michael J. Nunez, Esq.  
MURCHISON & CUMMING, LLP  
350 S. Rampart Blvd., Ste. 320  
Las Vegas, NV 89145  
*Attorney for Third Party Defendant*  
*Giberti Construction, LLC*

Janet C. Pancoast, Esq.  
CISNEROS & MARIAS  
1160 N. Town Center Dr., Suite 130  
Las Vegas, NV 89144  
*Attorney for Defendant*  
*The Viking Corporation and*  
*Supply Network, Inc. dba Viking Supplynet*

Randolph P. Sinnott, Esq.  
SINNOTT, PUEBLA, CAMPAGNE  
& CURET, APLC  
550 S. Hope Street, Ste. 2350  
Los Angeles, CA 90071  
*Attorney for Zurich American Insurance Co.*

Angela Bullock  
Kinsale Insurance Company  
2221 Edward Holland Drive, Ste. 600  
Richmond, VA 23230  
*Senior Claims Examiner for*  
*Kinsale Insurance Company*

  
An Employee of SIMON LAW

SIMON LAW  
810 S. Casino Center Blvd.  
Las Vegas, Nevada 89101  
702-364-1650 Fax: 702-364-1655

**CERTIFICATE OF U.S. MAIL**

I hereby certify that on this 2<sup>nd</sup> day of January, 2018, I served a copy, via Certified Mail, Return Receipt Requested, of the foregoing **NOTICE OF AMENDED ATTORNEY'S LIEN** on all interested parties by placing same in a sealed envelope, with first class postage fully prepaid thereon, and depositing in the U. S. Mail, addressed as follows:

Brian and Angela Edgeworth  
645 Saint Croix Street  
Henderson, Nevada 89012


American Grating  
1191 Center point Drive, Ste. A  
Henderson, NV 89074

Edgeworth Family Trust  
645 Saint Croix Street  
Henderson, Nevada 89012

Robert Vannah, Esq.  
VANNAH & VANNAH  
400 South Seventh Street, Ste. 400  
Las Vegas, NV 89101

Bob Paine  
Zurich North American Insurance Company  
10 S. Riverside Plz.  
Chicago, IL 60606  
*Claims Adjustor for*  
*Zurich North American Insurance Company*

Joel Henriod, Esq.  
Lewis Roca Rothgerber Christie  
3993 Howard Hughes Parkway, Ste. 600  
Las Vegas, NV 89169  
*The Viking Corporation and*  
*Supply Network, Inc. dba Viking Supplynet*

  
An Employee of SIMON LAW



# EXHIBIT C

Correspondence dated May 3, 2021 to Daniel S.  
Simon from Rosa Solis-Rainey

**MORRIS LAW GROUP**  
ATTORNEYS AT LAW

801 S. RANCHO DR., STE. B4  
LAS VEGAS, NV 89106  
TELEPHONE: 702/474-9400  
FACSIMILE: 702/474-9422  
WEBSITE: WWW.MORRISLAWGROUP.COM

May 3, 2021

VIA EMAIL: [dan@simonlawlv.com](mailto:dan@simonlawlv.com)  
Daniel S. Simon, Esq.  
810 S. Casino Center Blvd.  
Las Vegas, NV 89101

Re: *Eighth Judicial District Court Case No. A-16-738444-C,*  
*Consolidated with A-18-767242-C*

Dear Mr. Simon:

As you are aware, we have been retained to represent the Edgeworth Family Trust, and American Grating, LLC in the above-referenced consolidated cases 6-738444-C and, you were involved in.

Since the Court has determined that you are not entitled to the amounts claimed in your Amended Attorney Lien, we ask that you cooperate with us for the orderly closing of the joint account you and Mr. Vannah established for the portion of my clients' settlement funds that you unsuccessfully claimed in your lien. Without waiving any rights as to the propriety of the amount you may be entitled to, we propose having the full amount in Judge Jones' Third Amended Decision and Order on Motion to Adjudicate Lien transferred to our firm's Trust Account, which is also held at Bank of Nevada, so that the portion of the funds to which the Edgeworths are entitled may be released to them. We would, of course, retain at least the \$556,577.43 that remains at issue until the lien dispute is finally adjudicated. I have confirmed that Mr. Vannah is prepared to sign off to release the funds as proposed.

Please let me know by close of business Wednesday, May 5, 2021 if you will agree to this proposal. Otherwise, we will take this matter up with the Court. If you have any questions or wish to discuss, please do not hesitate to contact me.

Sincerely,

  
Rosa Solis-Rainey

cc: James R. Christensen (via email [jim@christensenlaw.com](mailto:jim@christensenlaw.com))  
Robert Vannah (via email: [rvannah@vannahlaw.com](mailto:rvannah@vannahlaw.com))

P000276

# **EXHIBIT D**

Correspondence dated May 4, 2021 to Rosa  
Solis-Rainey from James R. Christensen

---

James R. Christensen Esq.  
601 S. 6<sup>th</sup> Street  
Las Vegas, NV 89101  
Ph: (702)272-0406 Fax: (702)272-0415  
E-mail: jim@jchristensenlaw.com

May 4, 2021

*Via E-Serve*

Rosa Solis-Rainey  
Morris Law Group  
801 S. Rancho Drive Suite B4  
Las Vegas, NV 89106

---

Re: Edgeworth v. Viking and related matters

Dear Ms. Solis-Rainey:

As you are aware, I represent Mr. Simon and the law firm regarding the fee dispute with the Edgeworths. As you are also aware, in Nevada an attorney may not directly contact a represented party. In the future, please direct all communication to my office and/or the Law Office of Peter Christiansen. Do not contact my client directly.

I disagree with the characterization of the current state of the fee dispute contained in your letter. Also, the foundation of the stated deadline for the requested agreement was not presented. That said, as I informed Mr. Vannah over 1,200 days ago, my client is open to a collaborative dialogue to end the fee dispute.

If you are willing to engage in a collaborative discussion, please give me a call.

Sincerely,

JAMES R. CHRISTENSEN, P.C.

*/s/ James R. Christensen*

**JAMES R. CHRISTENSEN**

JRC/dmc  
cc: Client(s)

# **EXHIBIT E**

Email dated November 27, 2017 from Angela  
Edgeworth to Daniel Simon

---

**From:** Angela Edgeworth <angela.edgeworth@pediped.com>  
**Sent:** Monday, November 27, 2017 5:32 PM  
**To:** Daniel Simon  
**Cc:** Brian Edgeworth (brian@pediped.com)  
**Subject:** Re: Edgeworth v. Viking, et al

I do have questions about the process, and am quite confused. I had no idea we were on anything but an hourly contract with you until our last meeting.

I am glad to meet once Brian gets back unless you think it's urgent and we meet right away.

If the contract is not drawn yet, we still have some time to hash things out.

I want a complete understanding of what has transpired so I can consult my attorney. I do not believe I need to have her involved at this time.

Please let me know what the terms of the settlement are to your knowledge at this point if they are not detailed in your letter. Please send over whatever documentation you have or tell us what they verbally committed to. Otherwise, I will review the letter in detail and get back to you in a couple days.

In the meantime, I trust we are still progressing with Lange et al and any other immediate concerns that should be addressed.

As I mentioned at our last meeting, we should still be progressing as originally planned. I would hate to see a delay for any reason. Until we see an agreement, no agreement exists. Please let me know if there are any upcoming delays that you can foresee.

I think everyone has been busy over the holidays and has not had a lot of time to process everything.

To confirm, you have not yet agreed to the settlement. Is this correct?

Angela

On Mon, Nov 27, 2017 at 4:58 PM Daniel Simon <dan@simonlawlv.com> wrote:

It appears that you have a lot of questions about the process which is one reason I wanted to meet with you. If you would like to come to the office or call me tomorrow I will be happy to explain everything in detail. My Letter also explains the status of the settlement and what needs to be done. Due to the holiday they probably were not able to start on it. I will reach out to lawyers tomorrow and get a status. I am also happy to speak to your attorney as well. Let me know. Thx

On Nov 27, 2017, at 4:14 PM, Angela Edgeworth <angela.edgeworth@pediped.com> wrote:

Did you agree to the settlement? Why have they not sent it yet and when is it coming? Please clarify.

Angela

# **EXHIBIT F**

Simon's Receipt of Original File Produced to  
Vannah , June 10, 2019

---



SIMON LAW  
810 S. Casino Center Blvd.  
Las Vegas, Nevada 89101  
702-364-1650 Fax: 702-364-1655

**RECEIPT OF ORIGINAL FILE**

I, Austin Thewes & John Lukow, of Vannah & Vannah, hereby acknowledge receipt of a copy of the original file of Edgeworth Family Trust, American Grating and Giberti Construction from SIMON LAW that includes the following:

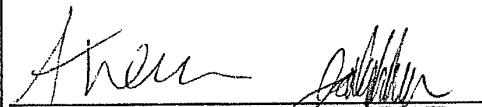
- Edgeworth Custom Residence Blue prints/ plans
- One cabinet door
- Box of 74 Sprinkler pieces returned from Vollmer Grey
- Box of 102 Sprinkler pieces returned from Vollmer Grey
- Partial box of Viking Fusible Link Freedom Residential Concealed pendent
- Edgeworth Residence Giberti File in Clear Plastic Box, which includes the following:
  - Henderson Inspection History
  - Folders labeled: Pictures, Invoices, Academy Store, ASE, C & M Doors, Barefoot Pools, Carono WRG, Clark County, Herman Pools, Hybar, Instant Jungle, Julie, Hen Docs, MacDonald Highlands, Miscellaneous, Ossi's Iron, Pictures, Purvis, S2 Designs, Southwest Specialties, Acme Elevator, Tiberti, Custom Health, Dean Roofing, Deck Systems of NV, Desert Eagle, Edgeworths, EPOCH Surveying, Ferguson, G&G Systems, Homtronic, Impulse, Ja Cesare, K&M, Pre Lim Notices, New Energy Works, Old World Cabinetry, Pacific Masonry, Proposals, Prowest Steel, Superior Moulding, Target, Terracon, Utilities
- Clear Box Containing the following:
  - Two Taylor Thermostat in clear plastic folder
  - Bills and supporting documents for 645 Saint Croix clipped
  - Redwell with cost basis & supporting docs
  - Clear plastic folder labeled Lange/ Kinsale Report Lange C.O.A. Inspection Notes,
  - Incorrect Invoices for American Grating
  - Logs for Time after Loss

SIMON LAW  
810 S. Casino Center Blvd.  
Las Vegas, Nevada 89101  
702-364-1650 Fax: 702-364-1655

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- Clear plastic Folder labeled "645 Saint Croix- Water Damage Invoices and Estimates to Immediately Repair"
- ADP payroll report from ADP for Mark Giberti
- Bank Account statement showing deposit & transfers and copy of check
- Clear Plastic Folder with documentation for HOA fees, prop. Taxes, and construction fines
- Chicago Title Folder with Listing Docs
- Gavin Ernstone Folder
- Shapiro & Sher Group Folder
- Holo Discovery Box containing the following:
  - Clear folder with SD drive labeled photos and movies
  - Copy of photos from 2016-06-13
  - Copy of Henderson Inspection History and Fire Permits
  - Edgeworth Fire Sprinkler Replacement Daily Log In Sheet
  - Folders Labeled: Lange File, Lange Plumbing, 645 Water Damage Quotes, COH, Artesia, Classic Framing & Dry, Mark's Sprinkler Emails, 645 Saint Croix, Rafael, State Insulation, RFI's, Silverado Mech

Dated this 10 day of June, 2019.

  
**Employee of VANNAH & VANNAH**  
400 South Seventh Street  
Las Vegas, Nevada 891011

# **EXHIBIT G**

Email dated May 17, 2020 from Kendelea  
Works to Patricia Lee

**Ashley Ferrel**

---


**From:** Kendelea Works <kworks@christiansenlaw.com>  
**Sent:** Sunday, May 17, 2020 4:24 PM  
**To:** Patricia Lee  
**Cc:** Peter S. Christiansen; Jonathan Crain  
**Subject:** Simon v. Edgeworth et al: underlying client file  
**Attachments:** Edgeworth Stipulated Protective Order.pdf; ATT00001.txt

Patricia,

We are in receipt of your Notice of Intent to Bring Motion to Compel Production of Legal File Per NRS 7.055(2). Please note that because the client has not paid for the services rendered, a retaining lien exists under the law. Additionally, the 16.1 conference in this case has not taken place (to date, no Defendant has filed an answer) and thus, Plaintiffs are not yet obligated to produce any documents in the instant litigation. That aside, we are nevertheless willing to work with you and produce the file. Simon Law has expended substantial time getting the file ready and because it is so large, they had to purchase an external hard drive. However, it has come to our attention there exists information in the file that is subject to a protective order that must be addressed prior to disclosure. Please find attached the protective order for the underlying litigation with Viking and Lange. Specifically, please review the notice provision requiring that we notify the underlying defendants of any production of these materials prior to releasing the subject documents. The fact that you are not bound by the protective order, of course, raises concerns. If you have any input on addressing these matters in a professional manner, please let us know at your earliest convenience.

# **EXHIBIT H**

May 27, 2020 Email Exchanges between Patricia  
Lee and Peter S. Christiansen



**From:** Patricia Lee <PLee@hutchlegal.com>  
**Subject:** RE: Simon v. Edgeworth et al: underlying client file  
**Date:** May 27, 2020 at 2:37:51 PM PDT  
**To:** "Peter S. Christiansen" <pete@christiansenlaw.com>  
**Cc:** Jonathan Crain <jcrain@christiansenlaw.com>, Kendelee Works  
<kworks@christiansenlaw.com>

Mr. Christiansen: We will inform our client that their attorney file, sans documents clearly marked "Confidential," should be received by them shortly. It is my understanding that the "action" to which the Protective Order pertains is the underlying products defect action, not the unrelated attorneys' lien matter which involves different parties and different issues. It is therefore perplexing that you still consider the litigation to which the Protective Order clearly applies, to still be "ongoing." In any event, I appreciate your office finally agreeing to turn over those parts of the file that are not deemed "Confidential," (which is what I suggested at the outset when initially confronted with the "Protective Order") and depositing the balance



with the Court. As for my comment, "I'm not refusing anything," it was not an agreement that I would sign a blanket protective order with language subjecting my firm to liability. If you read the rest of my email, it was actually me that was trying to seek clarification about your firm's position with respect to the Edgeworths' legal file (which was to be produced by the 14<sup>th</sup> per the agreement of the parties).

As for my demands and threats, they are neither baseless nor "threatening." It is your firm's actions that have triggered the need for repeated extra-judicial intervention by my firm. Indeed, right out of the gate your firm, after waiting 3 months to serve a complaint, ran to court with your "hair on fire" demanding that my clients turn over all of their personal electronic devices for full imaging by a third party, with absolutely zero explanation as to the "emergency" or any explanation as to why extraordinary protocols were even warranted. When I asked about it during our call, you retorted that "this was not the time nor place to discuss these issues." When presented with a different preservation protocol, that still contemplated full imaging of "all" electronic devices, I followed up with a series of clarifying questions, which have gone unanswered by your firm to date.

Next, your firm files a completely untenable opposition to Ms. Carteen's routine *pro hac vice* application, which I tried to resolve with your associate outside of the need for further motion practice, which attempts were solidly rebuffed by your office.

Finally, the simple act of providing a former client with his or her file has somehow become unnecessarily complicated by the introduction of a "Protective Order" which your office insisted that my firm execute prior to the production of the same. The Edgeworths are absolutely entitled to their legal file without the need to propound discovery. Thank you for finally agreeing to send it.

It is clear that your office is taking a scorched earth approach to this litigation in an attempt to inflate costs and wage a war of attrition. Mr. Simon, who is likely the author of many if not all of the pleadings and papers being generated on your end, has the luxury of being an attorney and can therefore better manage and control costs

on his end, and use his abilities to vexatiously multiply the proceedings to the material detriment of my clients.

As I have stated from the first time that you and I spoke on the phone, it is always my goal to work cooperatively with opposing counsel so long as doing so does not prejudice my client. Reciprocally, I would expect the same professionalism on the other end. Thanks Peter.

Best regards,

**From:** Peter S. Christiansen [<mailto:pete@christiansenlaw.com>]  
**Sent:** Wednesday, May 27, 2020 12:57 PM  
**To:** Patricia Lee <[PLee@hutchlegal.com](mailto:PLee@hutchlegal.com)>  
**Cc:** Jonathan Crain <[jcrain@christiansenlaw.com](mailto:jcrain@christiansenlaw.com)>; Kendelee Works <[kworks@christiansenlaw.com](mailto:kworks@christiansenlaw.com)>  
**Subject:** Re: Simon v. Edgeworth et al: underlying client file

Ms. Lee:

Your erratic and inconsistent emails make responding rationally difficult. You first demanded we turn the Edgeworth file over to you ASAP and followed with a series of threats. When we agreed to turn over the file but noted there was a protective order in place you responded that because your client is bound by the order there should be no issue providing you with the entire file, including the confidential protected material. We then pointed out that use of the confidential material was limited to the underlying litigation and counsel of record in that particular case, which you were not. You then stated you were not refusing to "sign anything," seemingly indicating you would sign the Acknowledgement and agreement to be bound. When we sent the Stip for you to sign you then pivoted and DEMANDED we send the entire file to the Edgeworths via mail b/c your office is observing covid protocol (which is funny in light of your ridiculous timed demands for the file forcing my office to work).

While we are willing to provide the Edgeworth's with their file (despite that discovery has not yet begun and there remains a charging lien in place), my client is bound by a protective order which it has become apparent you are attempting to circumvent (perhaps in an attempt to conjure up another baseless counterclaim or frivolous accusations against my client). Further, you stated that it was your understanding that the underlying dispute has been concluded for some time and you are unclear what documents we would have in our possession that would be deemed "protected." Your understanding is incorrect. Pursuant to the protective order, these documents are only supposed to be destroyed within 60 days of the final



disposition of the "action." Since the fee dispute litigation is ongoing, these documents have not been destroyed.

As a result, we will mail the Edgeworths the file without the protected confidential material. If you want to sign the Acknowledgment and agree to be bound, we will produce the entire file. Short of that, we intend to deposit the balance of the file with the clerk and seek the court's guidance as to how to proceed. That will of course require input from counsel for both Lange and Viking (Mr. Parker and Mr. Henriod).

Lastly, please refrain from any further baseless demands, threats and personal attacks in this matter. We prefer to proceed professionally so that we may all litigate this case on the merits.

Thanks,

PSC

Peter S. Christiansen, Esq.  
Christiansen Law Offices  
810 S. Casino Center Boulevard  
Las Vegas, NV 89101  
Phone (702) 240-7979  
Fax (866) 412-6992

This email is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential and/or exempt from disclosure under applicable law. If the reader of this email is not the intended recipient, or the employee or agent responsible for delivering the email to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited.

---

**From:** Patricia Lee <PLee@hutchlegal.com>  
**Sent:** Wednesday, May 27, 2020 8:52 AM  
**To:** Kendelea Works  
**Cc:** Peter S. Christiansen; Jonathan Crain  
**Subject:** Re: Simon v. Edgeworth et al: underlying client file

Please confirm that you have mailed the Edgeworth's legal file.

Best regards,

Sent from my iPhone

On May 22, 2020, at 3:40 PM, Kendelee Works  
<[kworks@christiansenlaw.com](mailto:kworks@christiansenlaw.com)> wrote:

The file is ready for pick-up by the Edgeworth's. Please sign and return the Acknowledgment sent this morning prior to having the file picked up so that we may release it without any concerns for our respective clients. The file can be picked up any time before 5:00 p.m. at 810 S. Casino Center Blvd, Las Vegas, Nevada 89101.

Please note that Simon Law has retained internal emails based on relevancy, work product privilege and proportionality. Additionally, at the request of Mr. Parker, the Lange Plumbing Tax Returns are not being produced. If you have additional concerns, you may reach me on my cell anytime: (702) 672-8756.

---

On May 22, 2020, at 10:28 AM, Patricia Lee  
<[PLee@hutchlegal.com](mailto:PLee@hutchlegal.com)> wrote:

I'm not refusing anything. I'm asking you to please produce my clients' file to them as requested over a month ago. Also, as you know, Lisa is not yet counsel of record on this matter so I'm not sure why you need her signature.

So, to be clear, you will produce the entirety of my clients' legal file today, if I sign the protective order? Alternatively, I would expect that you could produce the non-"confidential" portions of their file without any issues, either way. Thanks!

Best regards,

**From:** Kendelee Works  
[\[mailto:kworks@christiansenlaw.com\]](mailto:kworks@christiansenlaw.com)  
**Sent:** Friday, May 22, 2020 10:15 AM  
**To:** Patricia Lee <[PLee@hutchlegal.com](mailto:PLee@hutchlegal.com)>

# **EXHIBIT I**

May 4, 2021 Letter from Rosa Solis-Rainey to  
James R. Christensen regarding Production of  
Complete Client File

# MORRIS LAW GROUP

ATTORNEYS AT LAW

801 S. RANCHO DR., STE. B4  
LAS VEGAS, NV 89106  
TELEPHONE: 702/474-9400  
FACSIMILE: 702/474-9422  
WEBSITE: WWW.MORRISLAWGROUP.COM

May 4, 2021

VIA EMAIL: [jim@jchristensenlaw.com](mailto:jim@jchristensenlaw.com)

James R. Christensen  
601 S. 6<sup>th</sup> Street  
Las Vegas, NV 89101

Re: *Eighth Judicial District Court Case No. A-16-738444-C*

Dear Jim:

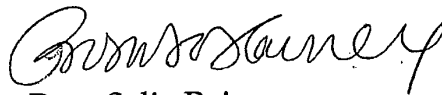
As discussed in our call, please consider this formal demand, pursuant to NRS 7.055, that your client provide mine with the complete client file in the above-referenced case. I understand Mr. Simon (or someone on his behalf) previously provided portions of the file to Mr. Edgeworth, however, the file provided is incomplete.

Among the items missing are all attachments to emails included in the production, all correspondence, including email, with third-parties regarding the settlement of the Viking and Lange Plumbing claims, other drafts of the settlement agreements, communications regarding experts, including the expert reports themselves, all research conducted and/or research memos prepared on behalf of and paid by my clients.

NRS 7.055 is unambiguous that an attorney must, "upon demand and payment of the fee due from the client, deliver to the client all papers, documents, pleadings, and items of tangible personal property which belong to *or were prepared for that client.*"

If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,



Rosa Solis-Rainey

P000294

# EXHIBIT J

May 7, 2021 Letter from James R. Christensen to  
Rosa Solis-Rainey regarding Production of  
Edgeworth File

James R. Christensen Esq.  
601 S. 6<sup>th</sup> Street  
Las Vegas, NV 89101  
Ph: (702)272-0406 Fax: (702)272-0415  
E-mail: jim@jchristensenlaw.com

May 7, 2021

*Via E-Mail*

Rosa Solis-Rainey  
Morris Law Group  
801 S. Rancho Drive Suite B4  
Las Vegas, NV 89106  
rsr@morrislawgroup.com

Re: Edgeworth v. Viking and related matters

Dear Ms. Solis-Rainey:

Thank you for your letter of May 4, 2021, concerning the case file. At the outset, it is doubtful that NRS 7.055 applies because the full fee has not yet been paid, and recent motion practice may further delay payment of the fee. That said, as discussed last year, my client is willing to reasonably comply within the bounds of the law, which has been done.

There was a good deal of discussion last year regarding the impact of a non-disclosure agreement (NDA) on providing discovery information and expert reports which relied upon, cited to, and incorporated discovery subject to the NDA. I was not involved in the file production last year, but I have reviewed the correspondence. A fair reading seems to be that the NDA counterparties reaffirmed their position, the Edgeworths and their counsel declined to be bound by the NDA, and as a result it was agreed that items subject to an NDA would not be provided. If there has been a change in position on being bound by an NDA, or if you want to discuss the prior agreement, please let me know.

I need some clarification on the email attachment request. There are thousands of emails. Many emails repeat the same attachment in a forward or a reply. Further, it is believed that all the attachments have been provided, although multiple copies have not been provided each as a specific attachment to a particular email. For example, please review the first motion for reconsideration filed this year and the opposition. Your client argued that a stipulation and order attached to an email had been intentionally withheld. Of course, the argument was groundless. The stipulation and order had been signed by the court and was a matter of public record and is in the file produced. At some point, reasonableness and proportionality must be considered. Perhaps if you could provide some specificity.

I will confer with my client on the research and draft settlement agreements and get back to you.

Lastly, the file is quite large, I would be surprised if no gaps existed.

I will speak with my client and provide a further response per above next week. Please clarify your NDA position and provide some specificity to the attachment request.

I believe that covers all the areas raised. If not, please let me know.

Sincerely,

JAMES R. CHRISTENSEN, P.C.

*/s/ James R. Christensen*

**JAMES R. CHRISTENSEN**

JRC/dmc  
cc: Client(s)

# **EXHIBIT K**

Screen Print of Content of File Produced by  
Simon to Edgeworth



Portable Drive (D:) > Edgeworth, Brian

Search Edgeworth, Brian

Name	Date modified	Type	Size
1st Ac Off test by lvey	5/26/2020 12:08 PM	File folder	
attorney lien	5/26/2020 12:08 PM	File folder	
city of henderson COR business	5/26/2020 12:08 PM	File folder	
Correspondence	5/26/2020 2:53 PM	File folder	
Damages	5/26/2020 12:08 PM	File folder	
def discovery responses	5/26/2020 12:08 PM	File folder	
Def ecc & supp	5/26/2020 12:10 PM	File folder	
def not of depos	5/26/2020 12:10 PM	File folder	
Depositions	5/26/2020 12:13 PM	File folder	
discovery to defendants	5/26/2020 12:13 PM	File folder	
docs received from client	5/26/2020 12:13 PM	File folder	
Emails	5/26/2020 12:13 PM	File folder	
EXHIBITS	5/26/2020 12:13 PM	File folder	
EXPERT DISCLOSURES	5/26/2020 12:13 PM	File folder	
Finger for Edgeworth	5/26/2020 12:17 PM	File folder	
Hearing Transcripts	5/26/2020 12:17 PM	File folder	
Hourly Logs & Summary	5/26/2020 12:17 PM	File folder	
Invoices to Client	5/26/2020 12:18 PM	File folder	
lange discovery to viking	5/26/2020 12:18 PM	File folder	
Lange Videos--	5/26/2020 12:18 PM	File folder	
Mediation	5/26/2020 12:18 PM	File folder	
Misc	5/26/2020 12:18 PM	File folder	
Motions	5/26/2020 12:20 PM	File folder	
notice of compliance	5/26/2020 12:20 PM	File folder	
Notice of Depos	5/26/2020 12:20 PM	File folder	
objections	5/26/2020 12:20 PM	File folder	
OOJ	5/26/2020 12:20 PM	File folder	
orders	5/26/2020 12:20 PM	File folder	
Photos	5/26/2020 12:20 PM	File folder	
plaintiffs discovery responses	5/26/2020 12:21 PM	File folder	
plaintiffs ecc & supps	5/26/2020 12:22 PM	File folder	
PLEADINGS	5/26/2020 12:22 PM	File folder	
privilege log	5/26/2020 12:22 PM	File folder	
Research	5/26/2020 12:22 PM	File folder	
Settlement	5/26/2020 12:22 PM	File folder	
Thorpe & FSS Case Dockets	5/26/2020 12:22 PM	File folder	
Trial Prep	5/26/2020 12:22 PM	File folder	
Viking Discovery to Lange	5/26/2020 12:22 PM	File folder	
Viking SupplyNet Warehouse Inspection ...	5/26/2020 12:22 PM	File folder	
Viking v. Harold Rodgers Case	5/26/2020 12:22 PM	File folder	
Executed Receipt of Original File	5/25/2020 7:22 PM	Adobe Acrobat D...	672 KB

# **EXHIBIT L**

Excerpts of 8/29/2018 Evidentiary Hearing

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1 RTRAN

2  
3  
4  
5 DISTRICT COURT  
6 CLARK COUNTY, NEVADA

7 EDGEWORTH FAMILY TRUST;  
8 AMERICAN GRATING, LLC, <

9 Plaintiffs,

10 vs.

11 LANGE PLUMBING, LLC, ET AL.,

12 Defendants.

CASE#: A-16-738444-C

DEPT. X

13 EDGEWORTH FAMILY TRUST;  
14 AMERICAN GRATING, LLC,

15 Plaintiffs,

16 vs.

17 DANIEL S. SIMON, ET AL.,

18 Defendants.

CASE#: A-18-767242-C

DEPT. X

19 BEFORE THE HONORABLE TIERRA JONES, DISTRICT COURT JUDGE  
20 WEDNESDAY, AUGUST 29, 2018

21 **RECORDER'S TRANSCRIPT OF EVIDENTIARY HEARING - DAY 3**

22 APPEARANCES:

23 For the Plaintiff:

ROBERT D. VANNAH, ESQ.  
JOHN B. GREENE, ESQ.

24 For the Defendant:

JAMES R. CHRISTENSEN, ESQ.  
PETER S. CHRISTIANSEN, ESQ.

25 RECORDED BY: VICTORIA BOYD, COURT RECORDER

1 damages. Plus, I'm not a great biller. I don't have any billing software. I  
2 don't know, you know -- and so I mean, I didn't think to really bill that  
3 way. That was just when I was putting together the substantial stuff.

4 Q Was there an office effort to bill on this file?

5 A No, sir. Not at that time.

6 Q To your knowledge, have any paralegals ever billed any time  
7 in this file?

8 A No.

9 Q Any assistants?

10 A No.

11 Q Were you involved in the document management of this  
12 case?

13 A Yes, sir, I was.

14 Q Do you have an understanding of the size of the file and the  
15 documents produced?

16 A Yes. It was huge.

17 MR. CHRISTIANSEN: Your Honor, I'd like to bring in a  
18 demonstrative piece of evidence --

19 THE COURT: Okay, which is?

20 MR. CHRISTIANSEN: -- for the Court's --

21 MR. GREENE: It would be nice if we could have seen it first.

22 MR. CHRISTIANSEN: It's going to be very technical and hard  
23 to understand.

24 MR. GREENE: Generally, before you show exhibits to  
25 witnesses, you show them to either side, don't you?

1 MR. VANNAH: No surprises.  
2 MR. CHRISTIANSEN: Is this your witness, Mr. Greene?  
3 MR. GREENE: Yeah. No, we have terrible way about each  
4 other, apparently.  
5 MR. CHRISTIANSEN: I've noticed.  
6 MR. VANNAH: I didn't know.  
7 MR. CHRISTIANSEN: [Indiscernible].  
8 MR. VANNAH: I can understand that.  
9 MR. CHRISTIANSEN: It's not that.  
10 MR. VANNAH: Whatever.  
11 MR. CHRISTIANSEN: I know.  
12 THE COURT: And what is this, Mr. Christiansen that requires  
13 four people to hold the door open? So, now I'm nervous.  
14 MR. VANNAH: It's a big bulletin.  
15 MR. CHRISTIANSEN: It's some boxes, Your Honor.  
16 MR. VANNAH: Oh my God.  
17 MR. CHRISTIANSEN: It's boxes.  
18 MR. VANNAH: If somebody gets a bad back out of all this,  
19 I'm not responsible.  
20 THE COURT: I'm not liable either, Mr. Vannah.  
21 MR. VANNAH: Oh my gosh. Are we filming this?  
22 MR. CHRISTIANSEN: We're building a wall. It's like a  
23 concert I went to once, a long time ago.  
24 THE COURT: Oh, my goodness.  
25 MR. CHRISTIANSEN: While the folks are bringing in the

1 boxes --

2 BY MR. CHRISTENSEN:

3 Q Ms. Ferrel, while the folks are bringing in the boxes --

4 A Yes, sir.

5 Q -- how many documents were produced in discovery in the  
6 Edgeworth case?

7 A Just discovery alone were 122,458 pages.

8 Q Did you do any research into how many pieces of paper fit  
9 into a standard bankers box?

10 A Yeah, 5,000 pieces of paper.

11 Q So, do the math for us and round up, if you would, how  
12 many banker's boxes of paper was that equal to?

13 A It's 24.5, so 122,458 divided by 5,000 is 24 -- approximately  
14 24.5 boxes. So, 24.5 boxes just in the production.

15 Q So, that would be 25 boxes?

16 A Twenty-five boxes. Yes, sir.

17 Q Okay. We're not quite there yet. Did you have the lovely  
18 opportunity to look at all those pieces of paper?

19 A Yes, sir.

20 Q Now, the boxes that we're, I guess, still bringing in, would  
21 that include the pleadings that were filed in the case?

22 A No, sir.

23 Q Motions?

24 A No, sir.

25 Q Depositions?



1 A No, sir.

2 Q Exhibits attached to depositions?

3 A No, sir.

4 Q Research?

5 A No, sir.

6 Q And of course, the emails, we know were in a whole bunch of

7 additional boxes behind those?

8 A Yes, sir.

9 Q Okay. So that would be in addition to the 25 boxes?

10 A Yeah, that's just the discovery produced in the case.

11 Q I'd like to talk a little bit about the timesheets that were

12 submitted during the adjudication process.

13 A Okay.

14 Q I think we've been calling them superbills today.

15 A Yes, sir.

16 Q Okay.

17 A I understand what you're talking about.

18 Q All right. Those are exhibits 13, 14, and 15?

19 A Yes. I believe so, yes.

20 Q Did you have a role in the creation of those --

21 A Yes, sir.

22 Q -- timesheets?

23 A Yes.

24 Q What was your role?

25 A Well, I did all of mine, and then I also helped with Mr.

1 Simon's.

2 Q I think there was an allegation that you all sat around a  
3 conference table and dreamed up the numbers contained in the  
4 timesheets; is that true?

5 A No, sir. We did not do that.

6 MR. VANNAH: I'm going to object to that. I don't remember,  
7 and I'm pretty good at reading, but I don't remember anybody saying  
8 anybody sat around a conference table and dreamed up anything. Can  
9 we just come up with crap like that with no background? Can we not do  
10 that?

11 THE COURT: Well, I mean, I don't recall that, Mr.  
12 Christiansen, anybody saying that.

13 MR. VANNAH: Yeah. If you want to show me where I ever  
14 alleged in a pleading that you guys sat around the table holding hands,  
15 praying, and coming up with a time out of the blue, I'd like to see that.

16 MR. CHRISTIANSEN: I will provide it.

17 MR. VANNAH: Okay. Well we'll --

18 MR. CHRISTIANSEN: Tomorrow.

19 MR. VANNAH: Maybe Mr. Simon can --

20 MR. CHRISTIANSEN: I didn't anticipate your standing up and  
21 contradicting that, but we'll give it to him.

22 THE COURT: Okay.

23 MR. CHRISTIANSEN: We'll provide it.

24 THE COURT: Okay.

25 MR. VANNAH: All right.



1 BY MR. CHRISTIANSEN:

2 Q So, what went into your timesheets?

3 A What went into my -- the superbill timesheets?

4 Q Correct.

5 A So, basically, we billed -- so, I guess you could kind of split it  
6 up into two things. From September 19th, so like September 20th, I think  
7 it is, through when we stopped working on the case, which mine is  
8 sometime in January 2018. That was all hours that we were working on  
9 the case. Everything before that -- and I'm just talking about mine. I  
10 don't know if I clarified that. All of mine before that, we went back to  
11 May of -- I didn't start working the case until May, until January, except  
12 for that one December 20th, 2016 date. In January from that point to  
13 September 19th, all of those bills were emails, and telephone calls, and  
14 downloads -- WIZnet downloads, that I did that I had not billed for  
15 previously. And --

16 Q Was that a time consuming process?

17 A Yes, sir. I had to go through all of the emails.

18 THE COURT: Okay. I'm sorry, Mr. Christiansen. I have a  
19 question. So, your bills, in this superbill --

20 THE WITNESS: Yes, ma'am.

21 THE COURT: -- everything from January of 2017 to  
22 September 19th of 2017, is for emails, telephone calls, and WIZnet  
23 downloads that you hadn't previously billed for?

24 THE WITNESS: Yes, ma'am.

25 THE COURT: Okay. And that's what's included in this

1 superbill?

2 THE WITNESS: Yeah. And I believe if you look at mine,  
3 that's all that's in there are telephone calls for my cell phone --

4 THE COURT: Okay.

5 THE WITNESS: -- and WIZnet downloads, and also emails.

6 THE COURT: But from September 20th to January 2018,  
7 that's the hours you worked on this case?

8 THE WITNESS: Well, that's the hours I worked on this case,  
9 including -- but I also incorporated in my downloads, also my emails,  
10 and my telephone calls in there, as well.

11 THE COURT: So, that's in that calculation --

12 THE WITNESS: Yes, ma'am.

13 THE COURT: -- on the superbill? Okay.

14 BY MR. CHRISTIANSEN:

15 Q Do the timesheets capture all the work?

16 A No. So, the timesheets -- when we had to go back and do it  
17 for this adjudication process, we had to show -- because it's my  
18 understanding we had to show the Court how much work we did on the  
19 file, and so we went back, and we only put entries on there that we could  
20 support with documentation.

21 So, that's why the emails were added, that's why the cell phone  
22 records were added, and that's also why the WIZnet filings were added,  
23 as well. And so, basically -- and because we had a hard document. If we  
24 didn't have a hard document, we didn't capture it on the bill. We didn't  
25 put it on there. Any discussions with Mr. Simon that I had, you know, 10

1 Q Or 9/15?

2 A Or 9/15, yes, sir.

3 Q Okay. But you weren't in the habit of ignoring WIZnet filings

4 on the case?

5 A I could not ignore WIZnet filings, that is correct.

6 Q Okay. And on the entries that describe emails, those have all

7 been produced, right?

8 A Yes.

9 Q Anybody can go look them up themselves and confirm that

10 they occurred?

11 A Yes, sir.

12 Q Okay. All right. Thank you.

13 A Thank you.

14 THE COURT: Mr. Vannah, do you have any recross?

15 MR. VANNAH: No.

16 THE COURT: No. Okay. This witness may be excused. Ms.

17 Ferrell, thank you very much for being here.

18 THE WITNESS: Thank you.

19 THE COURT: Mr. Christiansen, and I hate to do this to you

20 guys, but I'm going to ask you to put Mr. Simon up today in the interest

21 in making sure we finish tomorrow.

22 MR. CHRISTENSEN: We can get started.

23 THE COURT: I mean --

24 MR. VANNAH: Judge, can we have a two-minute bathroom

25 break?

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MR. VANNAH: Thank you, Your Honor.

THE COURT: Thank you.

[Proceedings concluded at 4:29 p.m.]

ATTEST: I do hereby certify that I have truly and correctly transcribed the audio-visual recording of the proceeding in the above entitled case to the best of my ability.



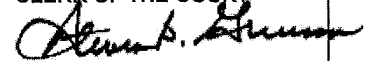
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Maukele Transcribers, LLC  
Jessica B. Cahill, Transcriber, CER/CET-708



# **EXHIBIT M**

Excerpts from Plaintiffs' Opposition to  
Edgeworth Defendants' Special Anti-SLAPP  
Motion to Dismiss Plaintiffs' Amended  
Complaint Pursuant to NRS 41.637



OPPS  
PETER S. CHRISTIANSEN, ESQ.  
Nevada Bar No. 5254  
KENDELEE L. WORKS, ESQ.  
Nevada Bar No. 9611  
pete@christiansenlaw.com  
CHRISTIANSEN LAW OFFICES  
810 South Casino Center Blvd., Suite 104  
Las Vegas, Nevada 89101  
Telephone: (702) 240-7979  
*Attorney for Plaintiffs*

DISTRICT COURT  
CLARK COUNTY, NEVADA

LAW OFFICE OF DANIEL S. SIMON, A  
PROFESSIONAL CORPORATION;  
DANIEL S. SIMON;

Plaintiffs,

vs.

EDGEWORTH FAMILY TRUST;  
AMERICAN GRATING, LLC; BRIAN  
EDGEWORTH AND ANGELA  
EDGEWORTH, INDIVIDUALLY, AS  
HUSBAND AND WIFE; ROBERT DARBY  
VANNAH, ESQ.; JOHN BUCHANAN  
GREENE, ESQ.; and ROBERT D.  
VANNAH, CHTD. d/b/a VANNAH &  
VANNAH, and DOES I through V and ROE  
CORPORATIONS VI through X, inclusive,

Defendants.

CASE NO.: A-19-807433-C  
DEPT NO.: XXIV

HEARING DATE: OCTOBER 1, 2020  
HEARING TIME: 9:00 A.M.

**PLAINTIFFS' OPPOSITION TO  
EDGEWORTH DEFENDANTS'  
SPECIAL ANTI-SLAPP MOTION TO  
DISMISS PLAINTIFFS' AMENDED  
COMPLAINT PURSUANT  
TO NRS 41.637**

The Plaintiffs, by and through undersigned counsel, hereby submit their Opposition to the Edgeworth Defendants' Special Motion to Dismiss Plaintiffs' Amended Complaint Pursuant to NRS 41.637.<sup>1</sup>

<sup>1</sup>During the hearing on August 13, 2020, the Court ordered all matters off calendar and issued a new briefing schedule for the parties to file the appropriate motions, oppositions and replies addressing Plaintiffs' Amended Complaint.

CHRISTIANSEN LAW OFFICES

810 S. Casino Center Blvd., Suite 104  
Las Vegas, Nevada 89101  
702-240-7979 • Fax 866-412-6992

1 Edgeworths did not want this then why did they sue Simon for conversion? Why oppose prompt  
2 adjudication of the lien based on the frivolous conversion complaint? Why ask for all of the  
3 money in the conversion suit when they all admitted they always knew they owed Simon money?  
4 Why make up a story about an express oral contract? Why make up stories about theft, blackmail  
5 and conversion? Why appeal the adjudication order? Why testify under oath that that you sued  
6 Simon for conversion to punish him for stealing, converting their money? Why did the Vannah  
7 attorneys place their stated subjective beliefs of conversion over the objective conclusion that  
8 conversion did not exist under the facts of this case. *See*, Declaration of James Christensen,  
9 attached hereto as **Exhibit 11**.

11 It was Simon that did not want any of this. He wanted to get paid a fair fee for the work  
12 actually performed. He was owed money. He did what is encouraged by the State Bar of Nevada  
13 - file a statutory lien. Despite being fired, Simon still protected the client's interests, for which  
14 Judge Jones applauded him. *See*, **Exhibit 2** at 19:19-20:1. Simon simply requested prompt  
15 adjudication of his lawful lien and fought for it over Defendants objection. Simon presented  
16 experts to support his lien and his conduct. *See*, ¶24 of Simon Amended Complaint.

19 Simon did not file a notice of appeal until Defendants forced his hand by appealing first.  
20 The disputed funds remain held in trust not because Simon unilaterally refuses to release the  
21 money, but because the Court ordered that the money should not be distributed pending appeal.  
22 Simon encouraged pursuit of a slam dunk multi-million dollar claim against the plumber for  
23 attorney's fees and costs, which the Edgeworths abandoned in their zeal to punish Simon.

25 The Edgeworths are simply not the victims they have been incredibly portraying. After  
26 all, they have admittedly been made more than whole with the receipt of nearly \$4 million (for a  
27 \$500,000 property damage claim). Their greed and the relentless quest to avoid paying their  
28

1 Edgeworth for filing the conversion lawsuit, which was to punish for stealing, converting their  
2 money. *See, Exhibit 8* at 142:21-25.

3 E. AT A MINIMUM, SIMON SHOULD BE ALLOWED TO CONDUCT  
4 DISCOVERY

5 The Vannah attorneys and Edgeworth's cannot demonstrate good faith in order to survive  
6 the first prong of the anti-SLAPP analysis. A bad faith lawsuit to punish a lawyer is not a good  
7 faith communication. Undeniably, their statements were not truthful and all Defendants who were  
8 at the bank were very aware of the falsity thereof when continuing with the wild accusations  
9 supporting the conversion claim. Simon did not wrongfully control the funds. Simon never  
10 touched the funds. Simon only filed a lawful attorney lien. *See, Exhibits 18 and 19*. The lien was  
11 always supported by substantial evidence. *See, Exhibit 9*. The lack of good faith is demonstrated  
12 by the mere fact Vannah/Edgeworth never challenged the enforceability of the lien, never  
13 disputed Will Kemp or David Clark or that the lien was somehow improper because of the amount  
14 that they agreed and invited as the undisputed amount. Mr. Simon was not paid in full and did not  
15 steal, extort or blackmail anyone. The changing reasons for the Edgeworth Complaint also  
16 confirms the lack of good faith.<sup>13</sup> Asserting ex-post facto, new conversion theories long after the  
17 evidentiary hearing does not rescue the lack of good faith and knowing falsehoods at the time the  
18 Edgeworth Complaints were filed and maintained. The Court needs to focus on the facts that  
19 existed at the time the complaint and amended complaint were filed. Following the hearing, Judge  
20 Jones ordered the funds remain in the account after Edgeworths appealed to the Supreme Court.  
21  
22  
23  
24

25  
26 <sup>13</sup> Vannah, in a sworn affidavit, states: "When Mr. Simon continued to exercise dominion and control over an  
27 unreasonable amount of the settlement proceeds, litigation was filed and served including a complaint and an  
28 amended complaint." *See, Vannah's Affidavit* at 5:24-27, attached as *Exhibit A* to Vannah's Anti-SLAPP Motion.  
Edgeworth repeats this false statement. *See, Brian Edgeworth's Affidavit* at 16:17-19, attached as *Exhibit A* to  
Edgeworth Motion to Dismiss: Anti-SLAPP. Vannah and Edgeworth both knew the proceeds had not even been  
received when the initial lawsuit was filed on January 4, 2018.



# EXHIBIT N

Excerpts from Plaintiffs' Opposition to  
Defendants Robert Darby Vannah, Esq., John  
Buchanan Greene, Esq., and Robert D. Vannah,  
Chtd. d/b/a Vannah & Vannah's Motion to  
Dismiss Plaintiffs' Amended Complaint



OPPS  
PETER S. CHRISTIANSEN, ESQ.  
Nevada Bar No. 5254  
KENDELEE L. WORKS, ESQ.  
Nevada Bar No. 9611  
pete@christiansenlaw.com  
CHRISTIANSEN LAW OFFICES  
810 South Casino Center Blvd., Suite 104  
Las Vegas, Nevada 89101  
Telephone: (702) 240-7979  
*Attorneys for Plaintiffs*

DISTRICT COURT  
CLARK COUNTY, NEVADA

LAW OFFICE OF DANIEL S. SIMON, A  
PROFESSIONAL CORPORATION;  
DANIEL S. SIMON;

Plaintiffs,

vs.

EDGEWORTH FAMILY TRUST;  
AMERICAN GRATING, LLC; BRIAN  
EDGEWORTH AND ANGELA  
EDGEWORTH, INDIVIDUALLY, AS  
HUSBAND AND WIFE; ROBERT DARBY  
VANNAH, ESQ.; JOHN BUCHANAN  
GREENE, ESQ.; and ROBERT D.  
VANNAH, CHTD. d/b/a VANNAH &  
VANNAH, and DOES I through V and ROE  
CORPORATIONS VI through X, inclusive,

Defendants.

CASE NO.: A-19-807433-C  
DEPT NO.: XXIV

HEARING DATE: OCTOBER 1, 2020  
HEARING TIME: 9:00 A.M.

**PLAINTIFFS' OPPOSITION TO**  
**DEFENDANTS ROBERT DARBY**  
**VANNAH, ESQ., JOHN BUCHANAN**  
**GREENE, ESQ., and ROBERT D.**  
**VANNAH, CHTD. d/b/a VANNAH &**  
**VANNAH'S MOTION TO DISMISS**  
**PLAINTIFFS' AMENDED**  
**COMPLAINT**

The Plaintiffs, by and through undersigned counsel, hereby submit their Opposition to the instant Motion to Dismiss Plaintiffs' Amended Complaint and Motion in the Alternative for a More Definite Statement.<sup>1</sup> This Opposition is made and based on all the pleadings and papers on

<sup>1</sup>During the hearing on August 13, 2020, the Court ordered all matters off calendar and issued a new briefing schedule for the parties to file the appropriate motions, oppositions and replies addressing Plaintiffs' Amended Complaint.

1 Motion to Release Funds at 6:7-9, attached hereto as **Exhibit 33**. On December 31, 2018, Mr.  
2 James Christensen sent a letter again asking Vannah and Greene to stop the false accusations of  
3 theft and conversion, pointing out that the motion for an order to release funds repeats the  
4 conversion claim. *See*, December 31, 2018 Letter, attached hereto as **Exhibit 34**. The motion was  
5 denied because the Vannah/Edgeworth team had already appealed the adjudication order to the  
6 Nevada Supreme Court. Simon also filed a writ petition challenging the Court's decision to award  
7 less than the full amount of the lien.  
8

9 Only the disputed funds remain in the special trust account. Simon is following the District  
10 Court order to keep the disputed funds safe pending appeal. Yet, the Vannah/Edgeworth team  
11 continue to argue conversion and maintain the unethical lawyer theme in all of their briefing,  
12 including those to the Nevada Supreme Court. Defendants' conduct extends well beyond the mere  
13 filing of the complaint. *See*, ¶¶35-42 of Amended Complaint.  
14

### 15 **III. ARGUMENT**

16 Defendants seek dismissal erroneously contending that: (1) the common law litigation  
17 privilege bars the claims; (2) the claims are barred by Nevada's anti-SLAPP statute; and (3) the  
18 claims are premature and not ripe. Defendants motion is without merit because neither the  
19 litigation privilege nor the anti-SLAPP statute insulates a litigant from liability for bringing false  
20 claims made in bad faith. The court in the underlying action already determined Defendants did  
21 not act in good faith and an appeal does not impact the finality of that decision for purposes of  
22 issue preclusion.  
23

#### 24 **A. STANDARD OF REVIEW**

25 The standard of review for dismissal under NRCP 12(b)(5) is rigorous, as the court must  
26 construe the pleading liberally and draw every fair inference in favor of the nonmoving party.  
27  
28

# EXHIBIT O

May 11, 2021 Email from Rosa-Solis Rainey to  
Jim Christensen in Response to his letter dated  
5/7/2021

## Rosa Solis-Rainey

---

**From:** Rosa Solis-Rainey  
**Sent:** Tuesday, May 11, 2021 10:31 AM  
**To:** 'jim@jchristensenlaw.com'  
**Cc:** Steve Morris  
**Subject:** Edgeworth Matter - Response to your letter dated 5/7/21

Jim:

I am in receipt of your response dated May 7, 2021. As I mentioned when we spoke and in my letter, Mr. Edgeworth was provided a part of his file but the file was by no means complete. The excuses raised in your letter for not producing the complete file are ones that were discussed ad nauseam in 2020, and since the files were ultimately produced to Mr. Edgeworth, were presumably abandoned or resolved. I do not see any benefit to either of our clients in rehashing those arguments. This includes the fees outstanding, which you know your client is fully secured for given the \$2M+ still held, essentially under his control.

Your letter references an NDA, but one is not included either in your letter or in the 2020 exchanges your letter directs me to. In either case, Ms. Lee properly responded to that issue when she reminded the sender that the Edgeworths are already parties to the confidentiality provisions, and confidentiality was therefore not an excuse for withholding the file. My position on that excuse for withholding the file is the same. You're welcome to send me a copy of the NDA you referenced, but I don't see that as a legitimate obstacle to avoid production. Point of fact, you produced the file (incomplete as it was) to Mr. Edgeworth without further signatures on the protective order, thus confirming that the confidentiality argument was resolved to everyone's satisfaction.

In any event, the Edgeworths are not seeking tax returns or proprietary company information from Viking or Lange, though I do believe it should be preserved. To the extent confidentiality is your client's excuse for withholding any part of the file, he should schedule the documents withheld on a log and deposit that portion of the file with the Court so that we can adequately challenge the propriety of him withholding those documents. Note that the email exchanges from last year indicate Mr. Christianssen said he would deposit the challenged portions of the file with the Court last year, but there is no indication in the record the deposit was made.

With respect to your request for clarification, I expect that all email exchanges pertaining to the litigation would be produced in their complete form, including attachments. That is not difficult task if the files were properly maintained, and the complete email with attachments is what would have been captured if you transferred the email onto the production drive from the custodians' email (i.e., it takes more work to remove attachments). As I told you on the phone, the representation in 2020 was that the complete file being produced would not include the strictly internal emails, and the Edgeworths accepted that for the time being. I did not raise internal email among the "missing" portions of the file because of that prior agreement, though I expect that your client will honor his obligation to preserve that internal email along with all other communications, as they may be discoverable in the subsequent litigation he commenced.

With respect to the settlement agreements, the only drafts I am aware your clients produced regarding the Viking settlement are the two drafts produced on November 30, 2017 and the copy ultimately signed. With respect to the Lange settlement, I am aware of a draft sent in early December 2017, which appears to be the draft ultimately signed. No email regarding the settlement discussions was produced.

Unrelated to the file but an open item nonetheless, you said you would get back to me regarding your client's position on transferring the money into our Trust Account, and have not yet done so. Please provide me a response on that issue. Also, you mentioned that the writ somehow left open the question of the quantum meruit period. Note that on

page 4 of the Supreme Court's Order on the appeal, it specifically affirmed the quantum meruit period as following the constructive discharge of November 29. Attempts to enlarge that period now are barred by the law of the case, so the only open question is the reasonable value of the November 30, 2017 forward services. I do not believe you can reasonably claim that is the \$2M+ your client is tying up by refusing the release the funds.

If you still have questions, please contact me. I would prefer to resolve the issue promptly and without judicial intervention, but if that is not possible, we will proceed with a motion.

Rosa Solis-Rainey  
**MORRIS LAW GROUP**  
801 S. Rancho Dr., Ste B4  
LAS VEGAS, NEVADA 89106  
(702) 474-9400 (Main)  
(702) 759-8321 (Direct)  
(702) 474-9422 (Fax)  
[rsr@morrislawgroup.com](mailto:rsr@morrislawgroup.com)  
[www.morrislawgroup.com](http://www.morrislawgroup.com)

*This e-mail is sent by a law firm and contains information that may be privileged and confidential. If you are not the intended recipient, please delete the e-mail and notify us immediately.*

# EXHIBIT P

May 22, 2020 Email from Kendelee Works to  
Patricia Lee re Edgeworths' Client File



Edgeworth. Otherwise, please have it mailed via carrier to Mr. Edgeworth and send us the bill for such delivery. Thank you.

Best regards,

**From:** Kendelea Works [mailto:kworks@christiansenlaw.com]  
**Sent:** Friday, May 22, 2020 3:40 PM  
**To:** Patricia Lee <PLee@hutchlegal.com>  
**Cc:** Peter S. Christiansen <pete@christiansenlaw.com>; Jonathan Crain <jcrain@christiansenlaw.com>  
**Subject:** Re: Simon v. Edgeworth et al: underlying client file

The file is ready for pick-up by the Edgeworth's. Please sign and return the Acknowledgment sent this morning prior to having the file picked up so that we may release it without any concerns for our respective clients. The file can be picked up any time before 5:00 p.m. at 810 S. Casino Center Blvd, Las Vegas, Nevada 89101.

Please note that Simon Law has retained internal emails based on relevancy, work product privilege and proportionality. Additionally, at the request of Mr. Parker, the Lange Plumbing Tax Returns are not being produced. If you have additional concerns, you may reach me on my cell anytime: (702) 672-8756.

---

On May 22, 2020, at 10:28 AM, Patricia Lee <PLee@hutchlegal.com> wrote:

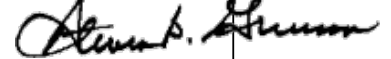
I'm not refusing anything. I'm asking you to please produce my clients' file to them as requested over a month ago. Also, as you know, Lisa is not yet counsel of record on this matter so I'm not sure why you need her signature.

So, to be clear, you will produce the entirety of my clients' legal file today, if I sign the protective order? Alternatively, I would expect that you could produce the non-"confidential" portions of their file without any issues, either way. Thanks!

Best regards,

**From:** Kendelea Works [mailto:kworks@christiansenlaw.com]  
**Sent:** Friday, May 22, 2020 10:15 AM  
**To:** Patricia Lee <PLee@hutchlegal.com>  
**Cc:** Peter S. Christiansen <pete@christiansenlaw.com>; Jonathan Crain <jcrain@christiansenlaw.com>  
**Subject:** Re: Simon v. Edgeworth et al: underlying client file





JAMES R. CHRISTENSEN, ESQ.  
Nevada Bar No. 003861  
601 S. 6<sup>th</sup> Street  
Las Vegas, NV 89101  
(702) 272-0406  
jim@jchristensenlaw.com  
*Attorney for Daniel S. Simon*

**EIGHTH JUDICIAL DISTRICT COURT  
CLARK COUNTY, NEVADA**

EDGEWORTH FAMILY TRUST, and  
AMERICAN GRATING, LLC  
Plaintiffs,

vs.

LANGE PLUMBING, LLC; THE  
VIKING CORPORATION, a Michigan  
corporation; SUPPLY NETWORK,  
INC., dba VIKING SUPPLYNET, a  
Michigan Corporation; and DOES 1  
through 5 and ROE entities 6 through  
10;

Defendants.

EDGEWORTH FAMILY TRUST;  
AMERICAN GRATING, LLC

Plaintiffs,

vs.

DANIEL S. SIMON; THE LAW  
OFFICE OF DANIEL S. SIMON, A  
PROFESSIONAL CORPORATION;  
DOES 1 through 10; and, ROE  
entities 1 through 10;

Defendants.

Case No.: A-16-738444-C  
Dept. No.: 10

**OPPOSITION TO EDGEWORTHS'  
MOTION FOR ORDER RELEASING  
CLIENT FUNDS AND REQUIRING  
PRODUCTION OF FILE**

Hearing date: 5.27.21  
Hearing time: 9:30 a.m.

CONSOLIDATED WITH

Case No.: A-18-767242-C  
Dept. No.: 10

1       **I.     Preface**

2               Years ago, the Edgeworths tried to wear the mantle of an aggrieved  
3 client. The act has worn thin after the finding that the Edgeworths pursued  
4 frivolous litigation against Simon was affirmed, after their courtroom  
5 admission that they frivolously sued to punish Simon, and after they  
6 received a windfall of \$4,000,000.00 from Simon's efforts. Unfortunately,  
7 the barrage of baseless rhetoric from the Edgeworths continues as they  
8 throw whatever they can think up against the wall in their unending search  
9 for a *post hoc* excuse for their sanctioned conduct.  
10

11       **II.    Introduction**

12               The Edgeworths seek what they term as the "**complete**" (emphasis in  
13 original) file pursuant to NRS 7.055(2). The problem for the Edgeworths is  
14 that NRS 7.055 does not apply on its face because Simon has not yet been  
15 paid. NRS 7.055(1). That said, in 2020 Simon voluntarily provided as  
16 much of the file as could be agreed upon in the face of the binding non-  
17 disclosure agreement (NDA), and other practical and legal concerns.  
18

19               The Edgeworths did not raise the file issue after deliberate and  
20 collaborative discussion in 2020 or 2021. Instead, in their rush to create  
21 another dispute, new Edgeworth counsel made direct contact with Simon in  
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1 an express violation of NRPC 4.2<sup>1</sup> (Mot., at Ex. C.), and insisted on an  
2 immediate response to their demands - without any demonstration of what  
3 the rush was all about or how undue prejudice could result if their latest  
4 demands were not complied with immediately.  
5

6 Simon is willing to act collaboratively on file transfer, but the  
7 Edgeworths need to recognize there are legal and practical issues at play.  
8 For example, things might go smoother if the Edgeworths and counsel  
9 would sign Exhibit A to the NDA, as requested in 2020, *and* provide a  
10 rationale on how disclosure today would comply with the NDA. The fact  
11 that they refused to sign in 2020, and now act as if there is no NDA (Mot.,  
12 at 4:18-19) establishes that Simon was right to be concerned. After all, as  
13 things stand now, Simon is on the hook under the NDA if the Edgeworths  
14 or their agents violate the NDA.  
15  
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19 In their second motion to release funds from the trust account the  
20 Edgeworths try to avoid the reality that Simon has filed a counter motion  
21 and that the money held in trust continues to be in dispute. The Simon  
22 position is not unreasonable, it is supported by the pleadings, sound  
23  
24  
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---

28 <sup>1</sup> NRPC 4.2 does not have an efficiency exception. *Compare*, NRPC 4.2  
with Declaration of Solis-Rainey at ¶7.

1 argument and by expert Will Kemp. Simon's position may not be cavalierly  
2 dismissed out of hand.

3       As to the transfer of the trust account, Simon has already stated that  
4 he has no objection to transfer if the Edgeworths state that they will  
5 abandon any claim of prejudice that can result from the fact they will no  
6 longer earn interest on the money held in trust and that they agree counsel  
7 will not release any money that is in dispute. Simon, through counsel,  
8 continues to work on this issue, though admittedly not at the speed  
9 demanded by new Edgeworth counsel.  
10

### 11 **III. The File**

12       The Edgeworths ask this court to order Simon to produce the  
13 complete file pursuant to NRS 7.055. NRS 7.055(1) states:  
14

15       1. An attorney who has been discharged by his or her client shall,  
16 ***upon demand and payment of the fee due from the client,***  
17 immediately deliver to the client all papers, documents, pleadings and  
18 items of tangible personal property which belong to or were prepared  
19 for that client. (Emphasis added.)  
20

21       In the motion seeking the file, the Edgeworths admit Simon has not been  
22 paid and that certain sums continue to be disputed by the Edgeworths.  
23

24       Accordingly NRS 7.055 does not apply on its face.  
25  
26  
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28

1 Even though the law is solidly on Simon's side and Simon can assert  
2 a retaining lien over the complete file, Simon has cooperated to the extent  
3 possible. For example, Simon provided tangible items to Vannah when  
4 asked in 2019. (Mot., at Ex. F.)

6 In May of 2020 when a different Edgeworth counsel requested the file  
7 under NRS 7.055, Simon promptly provided the NDA. (Mot., at G.)  
8 Although the NDA was attached to the email found at Exhibit G to the  
9 motion, it was not attached as an exhibit to the motion. The NDA is  
10 attached hereto at Exhibit 1.  
11

13 The NDA is quite restrictive. Under §7 of the NDA confidential  
14 information may only be viewed by a limited pool of people, for limited  
15 reasons. (Ex. 1, at 9-10.) To view confidential information per §7 of the  
16 NDA, a person must sign an "Acknowledgement and Agreement to be  
17 Bound" attached to the NDA as Exhibit A. (*Ibid.*) Even counsel must sign.  
18 (See, e.g., Ex. 1, at 10:5-11.) The NDA survives the final disposition of the  
19 case per §13 of the NDA. (Ex. 1, at 13-14.)  
20  
21

23 Instead of simply signing Exhibit A, the Edgeworths cherry pick and  
24 highlight selected lines from emails sent in the spring of 2020. For  
25 example, Simon agreed to deposit confidential items with the court *if a*  
26  
27  
28

1 *motion was filed per 7.055(3). (Compare, Ex. 2 at page 7 of the email*  
2 *string ending May 27, & Mot., at 3:22-24.)*

3 Also, and more importantly, the Edgeworths completely ignore the  
4 impact of the limiting language contained in §7 of the NDA which states  
5 that the confidential material may only be provided to those:  
6

7  
8 ***“to whom disclosure is reasonably necessary for this litigation***  
9 ***and who have signed the “Acknowledgement and Agreement to be***  
10 ***Bound” (Exhibit A).” (Ex. 1 at 10.) (Emphasis added.)***

11 The case against Viking and Lange is over, thus there can be no disclosure  
12 which is “reasonably necessary for the litigation”. The fact the litigation is  
13 done which makes disclosure impossible under the NDA. The Edgeworths  
14 did not justify their demand considering the limiting language of the NDA.  
15

16 There is also a practical issue. Seemingly, the Edgeworths are  
17 demanding production of every attachment to every email sent, no matter  
18 whether the attachment occurs multiple times in a string, if the same  
19 attachment was sent multiple times in different emails, or if the attachment  
20 was already provided. The request harkens back to the first Edgeworth  
21 motion for reconsideration in which the Edgeworths frivolously argued that  
22 a stipulation had been intentionally withheld, when in fact the stipulation  
23 had been signed by the court, was filed, and was a matter of public record.  
24  
25 (1<sup>st</sup> Mot. Recon., at 11:16-13:13 & Opp., at 12:6-14:9.) Simon does not  
26  
27  
28

1 believe there is any rule that requires production of multiple copies of file  
2 documents, and the Edgeworths did not provide any authority that a  
3 document must be copied and produced multiple times. That said, Simon  
4 offered to work with new counsel if there was a specific email or area of  
5 concern (Mot., at Ex. J), instead of taking a collaborative approach a  
6 motion was filed.  
7  
8

9       The disorganized and indecipherable claim is new. (Declaration of  
10 counsel.) Further, the claim is vague and unsupported. Again, if a specific  
11 question or area is identified, Simon is willing to work with any reasonable  
12 request. At the current time, the Edgeworths have not disclosed with any  
13 specificity how they believe the file is not complete (other than the materials  
14 covered by the NDA). In fact, the declaration attached to the motion states  
15 that the claim of incompleteness is based only on information and belief.  
16 (Declaration of Ms. Solis-Rainey at ¶5 & 6.) Simon is willing to work with  
17 new counsel, however, Simon is not able to guess at what counsel believes  
18 is indecipherable, engage in make work by copying the same document  
19 many times, or waste further time and money simply because the  
20 Edgeworths are disgruntled with the \$4 million dollars they have received to  
21 date.  
22  
23  
24  
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28

1 The "Finger for Edgeworth" comment is childish. Finger is another  
2 slang term for a drive, just as "thumb" is. In fact, you can buy "finger"  
3 drives on Amazon, shaped like index fingers. The finger file contains a list  
4 of items on the drive sent to the Edgeworths.  
5

6 The Edgeworths cannot prevail under NRS 7.055 and their motion  
7 must be denied. However, Simon will continue to attempt to work with the  
8 Edgeworths and will respond to any reasonable request.  
9

#### 10 **IV. Disputed Funds must be Held in Trust**

11 Disputed funds must be held in trust. NRPC 1.15(e) states:

12 (e) When in the course of representation a lawyer is in possession of  
13 funds or other property in which two or more persons (one of whom  
14 may be the lawyer) claim interests, *the property shall be kept*  
15 *separate by the lawyer until the dispute is resolved.* The lawyer shall  
16 promptly distribute all portions of the funds or other property as to  
17 which the interests are not in dispute. (Italics added.)

18 The funds held in trust are in dispute. (Opp. & Countermotion to the  
19 2<sup>nd</sup> Mot. for Reconsideration.) Simon's position will not be restated here for  
20 brevity's sake. It is enough to state that Simon's position is well based  
21 under the law, the pleadings, and the opinion of expert Will Kemp.  
22  
23 Regardless, Simon will not dispute that the specific amount subject to  
24 withholding is the face amount of the lien. If there is an overage it can be  
25 withdrawn.  
26  
27  
28



1           The funds remain in dispute until the dispute ends with a final order  
2 after the time to appeal has run. Normally this is not a difficult concept.  
3 The Edgeworths have not provided this court with a legal basis upon which  
4 it can order disbursal of contested funds. Therefore, the motion must be  
5 denied.  
6

7           It appears the Edgeworths have finally dropped their fight against the  
8 sanction imposed upon them for frivolously suing Simon. However, the  
9 sanction money is different from the disputed money held in trust and does  
10 not impact this motion.  
11

## 12 **V. Trust Transfer**

13           As Judge Allen Earl used to comment, “the devil is in the details”.  
14 Simon does not have an objection in principle to moving the money to  
15 movants’ trust account. However, Simon does object to the notion that the  
16 Edgeworths have a right to immediately force a reversal of their own trust  
17 agreement without some thought and discussion.  
18

19           The motion must be denied, the Edgeworths have not provided a  
20 legal basis upon which this court can order that the agreement between the  
21 parties to deposit disputed money into a joint bank account can be set  
22 aside on their say so alone. The parties entered into a bilateral agreement  
23  
24  
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1 regarding disposition of the trust money, a unilateral demand to end the  
2 agreement is not legally enforceable.

### 3 **VI. Conclusion**

4  
5 NRS 7.055 does not apply thus the motion must be denied. Simon is  
6 willing to cooperate on production of the file, but will not violate an NDA,  
7 nor will Simon waste time on make work.

8  
9 Disputed funds must be held in trust. The Edgeworths did not  
10 provide authority upon which this court could order early disbursement of  
11 funds held in dispute. Further, there is no undue prejudice because the  
12 disputed funds are earning interest. Lastly, if the Edgeworths do not file  
13 another appeal, then the end of the trust is in sight anyway.

14  
15  
16 There is no legal ground upon which this court can repudiate the  
17 bilateral agreement to hold the disputed money in an interest-bearing  
18 account at the bank; therefore, the motion must be denied. Nevertheless,  
19 there is no general objection to a transfer of the trust, even if there is no  
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1 rational reason to do so. When the details are agreed upon and a new  
2 bilateral agreement is reached, the transfer will occur.

3 DATED this \_\_\_\_ day of May 2021.

4  
5 /s/ James R. Christensen

6 JAMES CHRISTENSEN, ESQ.

7 Nevada Bar No. 003861

8 601 S. 6<sup>th</sup> Street

9 Las Vegas, NV 89101

10 (702) 272-0406

11 (702) 272-0415

12 jim@jchristensenlaw.com

13 Attorney for Daniel S. Simon

14 **CERTIFICATE OF SERVICE**

15 I CERTIFY SERVICE of the foregoing Opposition to Motion for  
16 Release of Funds and Production of File was made by electronic service  
17 (via Odyssey) this \_\_\_\_ day of May 2021, to all parties currently shown on  
18 the Court's E-Service List.  
19

20 /s/ Dawn Christensen

21 an employee of  
22  
23  
24  
25  
26  
27  
28

DECLARATION OF COUNSEL JAMES R. CHRISTENSEN

1. I, JAMES R. CHRISTENSEN, make this Declaration of my own personal knowledge and under the penalty of perjury pursuant to NRS 53.045.

2. I represent the Simon Defendant(s) in this matter.

3. In response to the Declaration of Solis-Rainey at ¶4: I sent the letter, not Peter Christiansen.

4. In response to the Declaration of Solis-Rainey at ¶7: I received the call, not Peter Christiansen. I informed counsel that collaborative resolution of the dispute was made difficult when the Edgeworths and counsel frivolously sued Simon, did not respond to my December 2017 offer to work collaboratively, made false statements regarding a so-called missing stipulation, and recently accused Simon of extortion when such a claim is made impossible by the law of the case. I also mentioned that acts such as violating NRPC 4.2 do not help. Counsel also leveled an accusation of *ex parte* contact with this Court, which was withdrawn after I read EDCR 7.74 to counsel.

5. In response to the Declaration of Solis-Rainey at ¶7 & 8: I informed counsel that the Simon counter motion seeking a different valuation under quantum meruit could not simply be ignored because the counter motion was based on reasonable grounds, including case law, a reasonable interpretation of the Supreme Court's orders and the declaration of Will Kemp. I do not recall counsel raising a contingency fee or a flat fee argument. However, even if made, the argument is a *non sequitur*. The issue presented to the court is determination of a reasonable fee under quantum meruit based on the market approach.

6. In response to the Declaration of Solis-Rainey at ¶9: We discussed the claim that the file produced in 2020 was incomplete. I advised that I was not involved in the 2020 discussions. I asked for specifics. I did not receive specifics beyond the confidential document issue. Counsel *did not* make the claim that parts of produced file was disorganized or indecipherable.

1           7.     In response to the Declaration of Solis-Rainey at ¶10: During  
2 our call I asked what the sudden rush was and specifically asked for the  
3 rationale behind the short response window provided in counsel's first  
4 letter. I did not receive a meaningful response. I do not agree with the  
5 negative implications which arise from the word "excuses". The NDA is  
quite clear and clearly applies. Pretending the NDA does not exist  
needlessly extends this dispute without basis.

6           I declare under the penalty of perjury that the foregoing is true and  
7 correct.

8           Dated this 20<sup>th</sup> day of May 2021.  
9

10  
11                               /s/ James R. Christensen

12                               James R. Christensen  
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# **EXHIBIT 1**

**P000336**



SPO  
JANET C. PANCOAST, ESQ.  
Nevada Bar No. 5090  
CISNEROS & MARIAS  
1160 N. Town Center Dr., Suite 130  
Las Vegas, NV 89144  
Tel: (702) 233-9660  
Fax: (702) 233-9665  
[janet.pancoast@zurichna.com](mailto:janet.pancoast@zurichna.com)

Attorney for Defendants/Third Party Plaintiffs  
The Viking Corporation & Supply Network, Inc.  
d/b/a Viking Supplynet

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

EDGEWORTH FAMILY TRUST, and  
AMERICAN GRATING, LLC  
Plaintiffs,

vs.

LANGE PLUMBING, LLC; THE VIKING  
CORPORATION, a Michigan corporation;  
SUPPLY NETWORK, INC. d/b/a VIKING  
SUPPLYNET, a Michigan corporation; and  
DOES I through V and ROE CORPORATIONS  
VI through X, inclusive,  
Defendants.

LANGE PLUMBING, LLC,  
Cross-Claimant,

vs.

THE VIKING CORPORATION, a Michigan  
corporation; SUPPLY NETWORK, INC. d/b/a  
VIKING SUPPLYNET, a Michigan corporation;  
and DOES I through V and ROE  
CORPORATIONS VI through X, inclusive.  
Cross-Defendants

) CASE NO.: A-16-738444-C

) DEPT. NO.: X

**STIPULATED PROTECTIVE  
ORDER**

1 THE VIKING CORPORATION, a Michigan )  
corporation; SUPPLY NETWORK, INC. d/b/a )  
2 VIKING SUPPLYNET, a Michigan corporation )  
LANGE PLUMBING, LLC, )  
3 Counter-Claimant, )

4 vs. )

5 LANGE PLUMBING, LLC, and DOES I through )  
V and ROE CORPORATIONS VI through X, )  
6 inclusive. )  
7 Counter-Defendant )

8 THE VIKING CORPORATION, a Michigan )  
corporation; SUPPLY NETWORK, INC. d/b/a )  
9 VIKING SUPPLYNET, a Michigan corporation, )  
Defendants/Third Party Plaintiffs, )

10 v. )

11 )  
12 GIBERTI CONSTRUCTION, LLC, a Nevada )  
Limited Liability Company and DOES I through )  
13 V and ROE CORPORATIONS VI through X, )  
inclusive, )  
14 Third Party Defendant. )

15 DEFENDANTS/CROSS-CLAIMANTS/CROSS-DEFENDANTS/THIRD PARTY

16 PLAINTIFFS THE VIKING CORPORATION & SUPPLY NETWORK, INC. d/b/a VIKING  
17 SUPPLYNET (hereinafter the "Viking Defendants"), by and through its counsel JANET C  
18 PANCOAST, ESQ. of the law firm of CISNEROS & MARIAS; PLAINTIFFS EDGEWORTH  
19 FAMILY TRUST, and AMERICAN GRATING, LLC, by and through their counsel of record  
20 Daniel Simon, Esq. of SIMON LAW (hereinafter "Plaintiffs"); and DEFENDANT/CROSS-  
21 CLAIMANT/CROSS-DEFENDANT LANGE PLUMBING, LLC's (hereinafter "Lange"), by and  
22 through its counsel Athanasia E. Dalacas, Esq. of RESNICK & LOUIS, P.C. hereby agree to enter  
23 into the following Stipulated Protective Order:  
24  
25  
26  
27  
28



1 WHEREAS documents, things and information may be furnished or disclosed in this action  
2 which contain or constitute confidential, proprietary or trade secret information; and

3 WHEREAS Plaintiffs on the one hand, and Viking Defendants and Lange, agree that,  
4 pursuant to Rule 26(c) of the Nevada Rules of Civil Procedure, this Protective Order is needed to  
5 prevent the unnecessary disclosure or dissemination of such confidential, proprietary or trade secret  
6 information;

7 IT IS HEREBY STIPULATED AND AGREED by and between the parties herein, through  
8 their undersigned counsel, as follows:

9 GOOD CAUSE STATEMENT: The parties to this case may need to produce or rely upon  
10 trade secrets, confidential agreements, and/or sensitive financial, customer, pricing, technical or  
11 other proprietary information, among other things. While such material may be relevant to this  
12 litigation, it may be damaging if competitors, licensees or others had full access to it. The terms of  
13 this Order ensure the confidentiality of important and proprietary business information while placing  
14 a minimal burden on the flow of discovery. The parties thus believe that there is good cause  
15 supporting such an Order.

16 1. **PURPOSES AND LIMITATIONS**

17 Disclosure and discovery activity in this action are likely to involve production of  
18 confidential, proprietary, or private information for which special protection from public disclosure  
19 and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly,  
20 the parties hereby stipulate to and petition the court to enter the following Stipulated Protective  
21 Order. The parties acknowledge that this Order does not confer blanket protections on all  
22 disclosures or responses to discovery and that the protection it affords from public disclosure and  
23 use extends only to the limited information or items that are entitled to confidential treatment under  
24 the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below,  
25 that this Stipulated Protective Order does not entitle them to file confidential information under  
26 seal; Nevada Supreme Court Rules for Sealing & Redacting Court Records<sup>1</sup> sets forth the

27 <sup>1</sup> [http://www.leg.state.nv.us/Division/Legal/LawLibrary/CourtRules/SCR\\_RGSRCR.html](http://www.leg.state.nv.us/Division/Legal/LawLibrary/CourtRules/SCR_RGSRCR.html)

1 procedures that must be followed and the standards that will be applied when a party seeks  
2 permission from the court to file material under seal.

3 **2. DEFINITIONS**

4 2.1 Challenging Party: a Party or Non-Party that challenges the designation of  
5 information or items under this Order.

6 2.2 "CONFIDENTIAL" Information or Items: information (regardless of how it is  
7 generated, stored or maintained) or tangible things that qualify for protection under Nevada Rule of  
8 Civil Procedure 26(c).

9 2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well  
10 as their support staff), including the parties insurance carriers and their claims representatives.

11 2.4 Designating Party: a Party or Non-Party that designates information or items that it  
12 produces in disclosures or in responses to discovery as "CONFIDENTIAL."

13 2.5 Disclosure or Discovery Material: all items or information, regardless of the  
14 medium or manner in which it is generated, stored, or maintained (including, among other things,  
15 testimony, transcripts, and tangible things), that are produced or generated in disclosures or  
16 responses to discovery in this matter.

17 2.6 Expert: a person with specialized knowledge or experience in a matter pertinent to  
18 the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a  
19 consultant in this action, as well as expert support staff.

20 2.7 House Counsel: attorneys who are employees of a party to this action. House  
21 Counsel does not include Outside Counsel of Record or any other outside counsel.

22 2.8 Non-Party: any natural person, partnership, corporation, association, or other legal  
23 entity not named as a Party to this action.

24 2.9 Outside Counsel of Record: attorneys who are not employees of a party to this  
25 action but are retained to represent or advise a party to this action and have appeared in this action  
26 on behalf of that party or are affiliated with a law firm which has appeared on behalf of that party.

27 //

2.10 Party: any party to this action, including all of its officers, directors, employees, consultants, retained experts, and Outside Counsel of Record (and their support staffs).

2.11 Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material in this action.

2.12 Professional Vendors: persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

2.13 Protected Material: any Disclosure or Discovery Material that is designated as “CONFIDENTIAL.”

2.14 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

### 3. SCOPE

The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also

- (1) any information copied or extracted from Protected Material;
- (2) all copies, excerpts, summaries, or compilations of Protected Material; and
- (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material. However, the protections conferred by this Stipulation and Order do not cover the following information:

- (a) any information that is in the public domain at the time of disclosure to a Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party as a result of publication not involving a violation of this Order, including becoming part of the public record through trial or otherwise; and

- (b) any information known to the Receiving Party prior to the disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the information lawfully and under no obligation of confidentiality to the Designating Party.

11

1     **4.     DURATION**

2             Even after final disposition of this litigation, the confidentiality obligations imposed by this  
3     Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order  
4     otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and  
5     defenses in this action, with or without prejudice; and (2) final judgment herein after the completion  
6     and exhaustion of all appeals, re-hearings, remands, trials, or reviews of this action, including the  
7     time limits for filing any motions or applications for extension of time pursuant to applicable law.

8     **5.     DESIGNATING PROTECTED MATERIAL**

9             5.1     Exercise of Restraint and Care in Designating Material for Protection. Each Party or  
10     Non-Party that designates information or items for protection under this Order must take care to  
11     limit any such designation to specific material that qualifies under the appropriate standards. The  
12     Designating Party must designate for protection only those parts of material, documents, items, or  
13     oral or written communications that qualify – so that other portions of the material, documents,  
14     items, or communications for which protection is not warranted are not swept unjustifiably within  
15     the ambit of this Order.

16             Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown  
17     to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily  
18     encumber or retard the case development process or to impose unnecessary expenses and burdens  
19     on other parties) expose the Designating Party to sanctions.

20             If it comes to a Designating Party's attention that information or items that it designated for  
21     protection do not qualify for protection, that Designating Party must promptly notify all other  
22     Parties that it is withdrawing the mistaken designation.

23             5.2     Manner and Timing of Designations. Except as otherwise provided in this Order  
24     (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,  
25     Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so  
26     designated before the material is disclosed or produced.

27     //

1 Designation in conformity with this Order requires:

2 (a) for information in documentary form (e.g., paper or electronic documents,  
3 but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing  
4 Party affix the legend "CONFIDENTIAL" to each page that contains protected material. If only a  
5 portion or portions of the material on a page qualifies for protection, the Producing Party also must  
6 clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins). A  
7 Party or Non-Party that makes original documents or materials available for inspection need not  
8 designate them for protection until after the inspecting Party has indicated which material it would  
9 like copied and produced. During the inspection and before the designation, all of the material  
10 made available for inspection shall be deemed "CONFIDENTIAL." After the inspecting Party has  
11 identified the documents it wants copied and produced, the Producing Party must determine which  
12 documents, or portions thereof, qualify for protection under this Order. Then, before producing the  
13 specified documents, the Producing Party must affix the "CONFIDENTIAL" legend to each page  
14 that contains Protected Material. If only a portion or portions of the material on a page qualifies for  
15 protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making  
16 appropriate markings in the margins).

17 (b) for testimony given in deposition or in other pretrial or trial proceedings, that  
18 the Designating Party identify on the record, before the close of the deposition, hearing, or other  
19 proceeding, all protected testimony.

20 (c) for information produced in some form other than documentary and for any  
21 other than documentary and for any other tangible items, that the Producing Party affix in a  
22 prominent place on the exterior of the container or containers in which the information or item  
23 is stored the legend "CONFIDENTIAL." If only a portion or portions of the information or item  
24 warrant protection, the Producing Party, to the extent practicable, shall identify the protected  
25 portion(s).

26 //

1           5.3     Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
2 designate qualified information or items does not, standing alone, waive the Designating Party's  
3 right to secure protection under this Order for such material. Upon timely correction of a  
4 designation, the Receiving Party must make reasonable efforts to assure that the material is treated  
5 in accordance with the provisions of this Order.

6           **6.     CHALLENGING CONFIDENTIALITY DESIGNATIONS**

7           6.1     Timing of Challenges. Any Party or Non-Party may challenge a designation of  
8 confidentiality at any time. Unless a prompt challenge to a Designating Party's confidentiality  
9 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens,  
10 or a significant disruption or delay of the litigation, a Party does not waive its right to challenge a  
11 confidentiality designation by electing not to mount a challenge promptly after the original  
12 designation is disclosed.

13           6.2     Meet and Confer. The Challenging Party shall initiate the dispute resolution process  
14 by providing written notice of each designation it is challenging and describing the basis for each  
15 challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must  
16 recite that the challenge to confidentiality is being made in accordance with this specific paragraph  
17 of the Protective Order. The parties shall attempt to resolve each challenge in good faith and must  
18 begin the process by conferring directly (in voice to voice dialogue; other forms of communication  
19 are not sufficient unless no response by party is received within 48 hours) within 14 days of the date  
20 of service of notice. In conferring, the Challenging Party must explain the basis for its belief that the  
21 confidentiality designation was not proper and must give the Designating Party an opportunity to  
22 review the designated material, to reconsider the circumstances, and, if no change in designation is  
23 offered, to explain the basis for the chosen designation. A Challenging Party may proceed to the  
24 next stage of the challenge process only if it has engaged in this meet and confer process first or  
25 establishes that the Designating Party is unwilling to participate in the meet and confer process in a  
26 timely manner.

27           //

6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court intervention, the Designating Party shall file and serve a motion to retain confidentiality within 21 days of the initial notice of challenge or within 14 days of the parties agreeing that the meet and confer process will not resolve their dispute, whichever is earlier. Each such motion must be accompanied by a competent declaration affirming that the movant has complied with the meet and confer requirements imposed in the preceding paragraph. Failure by the Designating Party to make such a motion including the required declaration within 21 days (or 14 days, if applicable) shall automatically waive the confidentiality designation for each challenged designation.

The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived the confidentiality designation by failing to file a motion to retain confidentiality as described above, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the court rules on the challenge.

## 7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this case only for prosecuting, defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the litigation has been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

Sales, pricing and purchasing information shall be deemed and marked as "CONFIDENTIAL" and shall not be disclosed to third parties not involved in this immediate litigation without a written agreement with the party producing the information or a Court Order. Any sale, pricing and/or purchasing information produced in this case shall be produced separately

1 from other documents, such as on a separate disk if produced electronically or in a separate file  
2 folder if produced in hard copy.

3 Protected Material must be stored and maintained by a Receiving Party at a location and in a  
4 secure manner that ensures that access is limited to the persons authorized under this Order.

5 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by  
6 the court or permitted in writing by the Designating Party, a Receiving Party may disclose any  
7 information or item designated "CONFIDENTIAL" only to:

8 (a) the Receiving Party's Outside Counsel of Record in this action, as well as  
9 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the  
10 information for this litigation and who have signed the "Acknowledgment and Agreement to Be  
11 Bound" that is attached hereto as Exhibit A;

12 (b) the officers, directors, and employees (including House Counsel) of the  
13 Designating Party or Receiving Party to whom disclosure is reasonably necessary for this litigation  
14 and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

15 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure  
16 is reasonably necessary for this litigation and who have signed the "Acknowledgment and  
17 Agreement to Be Bound" (Exhibit A);

18 (d) the court and its personnel;

19 (e) court reporters and their staff, professional jury or trial consultants, mock  
20 jurors, and Professional Vendors to whom disclosure is reasonably necessary for this litigation and  
21 who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

22 (f) witnesses in the action to whom disclosure is reasonably necessary and who  
23 have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise  
24 agreed by the Designating Party or ordered by the court.

25 (g) the author or recipient of a document containing the information or a  
26 custodian or other person who otherwise possessed or knew the information.

27 (h) any mediator assigned or selected by the parties and their staff.  
28



1 8. **PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER**  
2 **LITIGATION**

3 If a Party is served with a subpoena or a court order issued in other litigation that compels  
4 disclosure of any information or items designated in this action as "CONFIDENTIAL," that Party  
5 must:

6 (a) promptly notify in writing the Designating Party. Such notification shall  
7 include a copy of the subpoena or court order;

8 (b) promptly notify in writing the party who caused the subpoena or order to issue  
9 in the other litigation that some or all of the material covered by the subpoena or order is subject to  
10 this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

11 (c) cooperate with respect to all reasonable procedures sought to be pursued by  
12 the Designating Party whose Protected Material may be affected.

13 If the Designating Party timely seeks a protective order, the Party served with the subpoena  
14 or court order shall not produce any information designated in this action as "CONFIDENTIAL"  
15 before a determination by the court from which the subpoena or order issued, unless the Party has  
16 obtained the Designating Party's permission. The Designating Party shall bear the burden and  
17 expense of seeking protection in that court of its confidential material – and nothing in these  
18 provisions should be construed as authorizing or encouraging a Receiving Party in this action to  
19 disobey a lawful directive from another court.

20 10. **UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

21 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected  
22 Material to any person or in any circumstance not authorized under this Stipulated Protective Order,  
23 the Receiving Party must immediately (a) notify in writing the Designating Party of the  
24 unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected  
25 Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the  
26 terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and  
27  
28

1 Agreement to Be Bound" that is attached hereto as Exhibit A.

2 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED**  
3 **MATERIAL**

4 The inadvertent production by any of the undersigned Parties or non-Parties to the  
5 Proceedings of any document, testimony or information during discovery in this litigation without a  
6 "CONFIDENTIAL" designation, shall be without prejudice to any claim that such item is  
7 "CONFIDENTIAL" and such Party shall not be held to waive any rights by such inadvertent  
8 production. In the event that any document, testimony or information that is subject to a  
9 "CONFIDENTIAL" designation is inadvertently produced without such designation, the Party that  
10 inadvertently produced the document shall give written notice of such inadvertent production within  
11 twenty (20) days of discovery of the inadvertent production, together with a further copy of the  
12 subject document, testimony or information designated as "CONFIDENTIAL". Upon receipt of  
13 such an inadvertent production notice, the Party that received the inadvertently produced document,  
14 testimony or information shall promptly destroy the inadvertently produced document, testimony or  
15 information and all copies thereof, or, at the expense of the producing Party, return such together  
16 with all copies of such document, testimony or information to counsel for the producing Party and  
17 shall retain only the "CONFIDENTIAL" materials. Should the receiving Party choose to destroy  
18 such inadvertently produced document, testimony or information, the receiving Party shall notify the  
19 producing Party in writing of such destruction within ten (10) days of receipt of any written notice of  
20 the inadvertent production. This provision is not intended to apply to any inadvertent production of  
21 any document, testimony or information protected by attorney client or work product privileges. In  
22 the event that this provision conflicts with any applicable law regarding waiver of confidentiality  
23 through the inadvertent production of documents, testimony or information, such law shall govern.

23 **12. MISCELLANEOUS**

24 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek  
25 its modification by the court in the future.

26 //

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

12.3 Filing Protected Material. Without written permission from the Designating Party or a court order secured after appropriate notice to all interested persons, a Party may not file in the public record in this action any Protected Material. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. Such a sealing order will issue only upon a request establishing that the Protected Material at issue is privileged, protectable as a trade secret, or otherwise entitled to protection under the law. If a Receiving Party's request to file Protected Material under seal is denied by the court, then the Receiving Party may file the Protected Material in the public record unless otherwise instructed by the court.

12.4 Deposition Transcripts. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order.


### 13. FINAL DISPOSITION

Within **60 days** after the final disposition of this action, as defined in paragraph 4, each Receiving Party **must return** all Protected Material to the Producing Party or destroy such material. As used in this subdivision, “all Protected Material” includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies,

1 abstracts, compilations, summaries or any other format reproducing or capturing any of the  
2 Protected Material. Notwithstanding this provision, Counsel and insurance carriers are entitled to  
3 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,  
4 legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work  
5 product, and consultant and expert work product, even if such materials contain Protected Material.  
6 Any such archival copies that contain or constitute Protected Material remain subject to this  
7 capturing any of the Protected Material. Any such archival copies that contain or constitute  
8 Protective Material remain subject to this Protective Order as set forth in Section 4 (DURATION).  
9 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

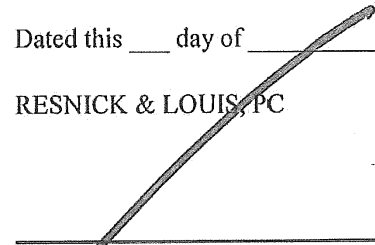
10  
11 Dated this 15<sup>th</sup> day of June, 2017.

12 SIMON LAW

13  #12207 for  
14 Daniel S. Simon, Esq.  
15 810 South Casino Center Blvd.  
16 Las Vegas, NV 89101  
17 Fax: 702-364-1655  
Attorney for Plaintiff

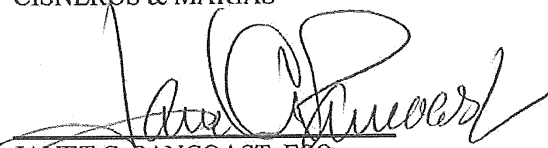
Dated this \_\_\_\_ day of \_\_\_\_, 2017.

RESNICK & LOUIS, PC

  
Athanasia E. Dalacas, Esq.  
5940 S. Rainbow Blvd.  
Las Vegas, NV 89118  
Attorney for Lange Plumbing, LLC

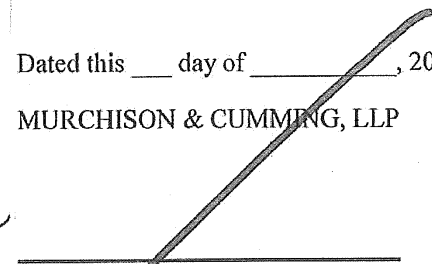
18  
19 Dated this 21<sup>st</sup> day of June, 2017.

20 CISNEROS & MARIAS

21   
22 JANET C. RANCOAST, ESQ.  
23 1160 Town Center Drive, Suite 130  
24 Las Vegas, Nevada 89144  
25 Attorney for Defendants/Third Party Plaintiffs  
The Viking Corporation & Supply Network, Inc.  
26 d/b/a Viking Supplynet

Dated this \_\_\_\_ day of \_\_\_\_, 2017.

MURCHISON & CUMMING, LLP

  
MICHAEL J. NUNEZ, ESQ.  
6900 Westcliff Drive, Suite 605  
Las Vegas, Nevada 89145  
Attorney for Third Party Defendant  
Giberti Construction, LLC

1 abstracts, compilations, summaries or any other format reproducing or capturing any of the  
2 Protected Material. Notwithstanding this provision, Counsel and insurance carriers are entitled to  
3 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,  
4 legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work  
5 product, and consultant and expert work product, even if such materials contain Protected Material.  
6 Any such archival copies that contain or constitute Protected Material remain subject to this  
7 capturing any of the Protected Material. Any such archival copies that contain or constitute  
8 Protective Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

9 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

10  
11 Dated this \_\_\_\_ day of \_\_\_\_\_, 2017.

12 SIMON LAW

13  
14 \_\_\_\_\_  
15 Daniel S. Simon, Esq.  
16 810 South Casino Center Blvd.  
17 Las Vegas, NV 89101  
18 Fax: 702-364-1655  
19 Attorney for Plaintiff

Dated this 5 day of June, 2017.

RESNICK & LOUIS, PC

20  
21 \_\_\_\_\_  
22 Athanasia E. Dalacas, Esq.  
23 5940 S. Rainbow Blvd.  
24 Las Vegas, NV 89118  
25 Attorney for Lange Plumbing, LLC

19 Dated this \_\_\_\_ day of \_\_\_\_\_, 2017.

20 CISNEROS & MARIAS

21  
22 \_\_\_\_\_  
23 JANET C. PANCOAST, ESQ.  
24 1160 Town Center Drive, Suite 130  
25 Las Vegas, Nevada 89144  
26 Attorney for Defendants/Third Party Plaintiffs  
27 The Viking Corporation & Supply Network, Inc.  
28 d/b/a Viking Supplynet

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017.

MURCHISON & CUMMING, LLP

23 \_\_\_\_\_  
24 MICHAEL J. NUNEZ, ESQ.  
25 6900 Westcliff Drive, Suite 605  
26 Las Vegas, Nevada 89145  
27 Attorney for Third Party Defendant  
28 Gibarti Construction, LLC

1 abstracts, compilations, summaries or any other format reproducing or capturing any of the  
2 Protected Material. Notwithstanding this provision, Counsel and insurance carriers are entitled to  
3 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,  
4 legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work  
5 product, and consultant and expert work product, even if such materials contain Protected Material.  
6 Any such archival copies that contain or constitute Protected Material remain subject to this  
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8 Protective Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

9 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

10  
11 Dated this \_\_\_\_ day of \_\_\_\_\_, 2017.

12 SIMON LAW

13  
14  
15 Daniel S. Simon, Esq.  
16 810 South Casino Center Blvd.  
17 Las Vegas, NV 89101  
Fax: 702-364-1655  
Attorney for Plaintiff

Dated this 5 day of June, 2017.

RESNICK & LOUIS, PC

Athanasia E. Dalacas  
Athanasia E. Dalacas, Esq.  
5940 S. Rainbow Blvd.  
Las Vegas, NV 89118  
Attorney for Lange Plumbing, LLC

18  
19 Dated this \_\_\_\_ day of \_\_\_\_\_, 2017.

20 CISNEROS & MARIAS

21  
22  
23 JANET C. PANCOAST, ESQ.  
24 1160 Town Center Drive, Suite 130  
25 Las Vegas, Nevada 89144  
26 Attorney for Defendants/Third Party Plaintiffs  
27 The Viking Corporation & Supply Network, Inc.  
28 d/b/a Viking Supplynet

Dated this 14 day of June, 2017.

MURCHISON & CUMMING, LLP

MICHAEL J. NUÑEZ  
MICHAEL J. NUÑEZ, ESQ.  
6900 Westcliff Drive, Suite 605  
Las Vegas, Nevada 89145  
Attorney for Third Party Defendant  
Giberti Construction, LLC

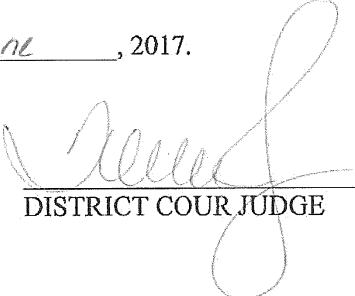
1 Edgeworth Family Trust, et. al. v. Lange Plumbing, LLC, et. al.

2 Case No.: A-16-738444-C

3 Stipulated Protective Order

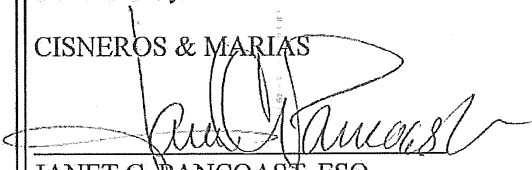
4 PURSUANT TO THE FOREGOING STIPULATION FOR PROTECTIVE ORDER, IT IS  
5 SO ORDERED.

6 DATED this 28<sup>th</sup> day of June, 2017.

7  
8   
9 DISTRICT COURT JUDGE

10 Submitted by:

11 CISNEROS & MARIAS

12   
13 JANET C. PANCOAST, ESQ.

14 1160 Town Center Drive, Suite 130

15 Las Vegas, Nevada 89144

16 Attorney for Defendants/Third Party Plaintiffs

17 The Viking Corporation & Supply Network, Inc.

18 d/b/a Viking Supplynet  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
4 [print or type full address], declares under the penalty of perjury that I have read in its entirety and  
5 understand the Stipulated Protective Order that was issued by the Eighth Judicial District Court in Clark  
6 County, Nevada, on June 29, 2017, in the case of Edgeworth Family Trust, et al. v. Lange Plumbing,  
7 LLC, et al., Case No. A-16-738444-C. I agree to comply with and to be bound by all the terms of this  
8 Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose  
9 me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in  
10 any manner any information or item that is subject to this Stipulated Protective Order to any person or  
11 entity except in strict compliance with the provision of this Order.  
12

13 I further agree to submit to the jurisdiction of the Eighth Judicial District Court of Nevada,  
14 County of Clark for the purpose of enforcing the terms of this Stipulated Protective Order, even if such  
15 enforcement proceedings occur after termination of this action.  
16

17 I hereby appoint \_\_\_\_\_ [print or type full name] of  
18 \_\_\_\_\_ [print or type full address and telephone number] as  
19 my Nevada agent for service of process in connection with this action or any proceedings related to  
20 enforcement of this Stipulated Protective Order.  
21

22 Date: \_\_\_\_\_

23 City and State where sworn and signed: \_\_\_\_\_  
24

25 Printed name: \_\_\_\_\_  
26

27 Signature: \_\_\_\_\_  
28



## EXHIBIT 2

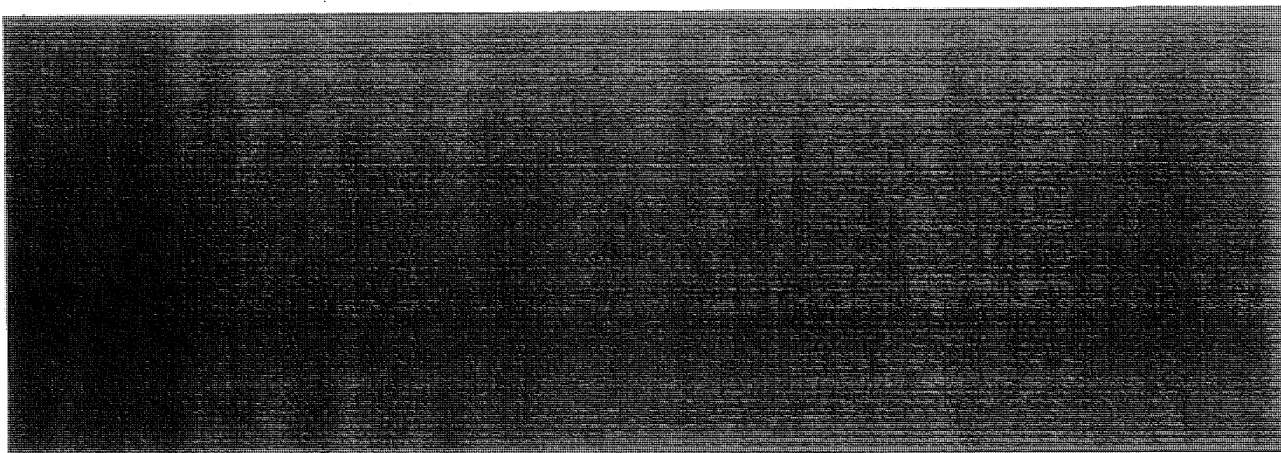
**Ashley Ferrel**

---

**From:** Kendelee Works <kworks@christiansenlaw.com>  
**Sent:** Sunday, May 17, 2020 4:24 PM  
**To:** Patricia Lee  
**Cc:** Peter S. Christiansen; Jonathan Crain  
**Subject:** Simon v. Edgeworth et al: underlying client file  
**Attachments:** Edgeworth Stipulated Protective Order.pdf; ATT00001.txt

Patricia,

We are in receipt of your Notice of Intent to Bring Motion to Compel Production of Legal File Per NRS 7.055(2). Please note that because the client has not paid for the services rendered, a retaining lien exists under the law. Additionally, the 16.1 conference in this case has not taken place (to date, no Defendant has filed an answer) and thus, Plaintiffs are not yet obligated to produce any documents in the instant litigation. That aside, we are nevertheless willing to work with you and produce the file. Simon Law has expended substantial time getting the file ready and because it is so large, they had to purchase an external hard drive. However, it has come to our attention there exists information in the file that is subject to a protective order that must be addressed prior to disclosure. Please find attached the protective order for the underlying litigation with Viking and Lange. Specifically, please review the notice provision requiring that we notify the underlying defendants of any production of these materials prior to releasing the subject documents. The fact that you are not bound by the protective order, of course, raises concerns. If you have any input on addressing these matters in a professional manner, please let us know at your earliest convenience.



**From:** Patricia Lee <plee@hutchlegal.com>  
**Date:** May 19, 2020 at 12:01:58 AM PDT  
**To:** Kendelea Works <kworks@christiansenlaw.com>  
**Cc:** "Peter S. Christiansen" <pete@christiansenlaw.com>, Jonathan Crain <jcrain@christiansenlaw.com>  
**Subject:** RE: Simon v. Edgeworth et al: underlying client file

Kendelea: With respect to the Edgeworth defendants, they are presumably bound by the protective order and are absolutely entitled to receive all of the information that makes up their legal file per NRS 7.055. As they are parties to the Protective Order, which does not prevent them from being in possession of this information, we once again maintain that the entirety of the file must be produced prior to the expiration of the 5-day notice. As counsel for the Edgeworths, we will analyze the information produced (once it's finally produced) to determine which portions are arguably within the scope of the executed Protective Order and will conduct ourselves accordingly. In short, the Protective Order cannot be an excuse for withholding the entirety of the file. In closing, we will expect the entirety of the file prior to the expiration of the 5-day notice. Thank you.

Best regards,

-----Original Message-----

**From:** Kendelea Works [mailto:kworks@christiansenlaw.com]  
**Sent:** Sunday, May 17, 2020 4:24 PM  
**To:** Patricia Lee <PLee@hutchlegal.com>  
**Cc:** Peter S. Christiansen <pete@christiansenlaw.com>; Jonathan Crain <jcrain@christiansenlaw.com>  
**Subject:** Simon v. Edgeworth et al: underlying client file

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course, raises concerns. If you have any input on addressing these matters in a professional manner, please let us know at your earliest convenience.

Patricia Lee

Partner

[HS

logo]<[https://linkprotect.cudasvc.com/url?a=http%3a%2f%2fhutchlegal.com%2f&c=E,1,yo2RwmlI8Co8OZcSA6SulkkvOWcp3NX8qM2vvdHr914XRvvN5gUPB4NDjVTJbgdx\\_ITTyccrjyJeRQ8zPppho6bgVPkExU2ddXmAN8jih6\\_tzrWu&typo=1](https://linkprotect.cudasvc.com/url?a=http%3a%2f%2fhutchlegal.com%2f&c=E,1,yo2RwmlI8Co8OZcSA6SulkkvOWcp3NX8qM2vvdHr914XRvvN5gUPB4NDjVTJbgdx_ITTyccrjyJeRQ8zPppho6bgVPkExU2ddXmAN8jih6_tzrWu&typo=1)>

HUTCHISON & STEFFEN, PLLC

(702) 385-2500

[https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fhutchlegal.com&c=E,1,cRiERkp9asyMf9da1Eez-TkgyK9xpnev6jW1kBUxNGSQ7cJZAAf0EKbHFMNQHSKhl6rX-](https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fhutchlegal.com&c=E,1,cRiERkp9asyMf9da1Eez-TkgyK9xpnev6jW1kBUxNGSQ7cJZAAf0EKbHFMNQHSKhl6rX-ptGKeMd8xfV4NB0UYGVvmSmzkNNxc3HE4osCK4r3D8u&typo=1)

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Notice of Confidentiality: The information transmitted is intended only for the person or entity to whom it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking any action in reliance upon, this information by anyone other than the intended recipient is not authorized.

Ashley Ferrel

---

**From:** Kendelee Works <kworks@christiansenlaw.com>  
**Sent:** Friday, May 22, 2020 9:40 AM  
**To:** Patricia Lee  
**Cc:** Peter S. Christiansen; Jonathan Crain  
**Subject:** Re: Simon v. Edgeworth et al: underlying client file  
**Attachments:** Exhibit A.pdf; ATT00001.htm

Patricia,

We understand that the Edgeworths are a party to the Protective Order and thus, bound by its terms. However, section 7.1 makes clear that a party in receipt of protected materials may only use such documents for prosecuting, defending or attempting to settle the underlying litigation. Confidential protected material may only be disclosed to a party's counsel of record in the underlying litigation. See Section 7.2. Accordingly, despite that we have not received any formal subpoena or document request, we nevertheless contacted the underlying defendants with notice of your request for the protected material. Mr. Parker for Lange Plumbing requested that we not disclose the non-construction documents in the production. Mr. Henriod is contacting his client for further direction prior to disclosure. We anticipate they will require at a minimum, that you and Ms. Carteen execute the Acknowledgment and Agreement to be Bound, which is attached hereto for your reference. Please promptly let us know whether you are willing to sign the Acknowledgment and if so, sign and return executed copies as soon as possible.

We would prefer to resolve this issue amicably and in compliance with the parties' respective obligations under the underlying protective order. However, if you insist upon motion practice, pursuant to NRS 7.055(3), we will deposit the file with the clerk so the Court may adjudicate the Edgeworth's rights to the file, a significant portion of which constitutes confidential, protected material. Please let us know how you wish to proceed.

Thank you,  
KLW



**From:** Patricia Lee <plee@hutchlegal.com>  
**Date:** May 22, 2020 at 4:40:31 PM PDT  
**To:** Kendelee Works <kworks@christiansenlaw.com>  
**Cc:** "Peter S. Christiansen" <pete@christiansenlaw.com>, Jonathan Crain  
<jcrain@christiansenlaw.com>  
**Subject:** RE: Simon v. Edgeworth et al: underlying client file

Kendelee: Please arrange to have the file mailed directly to Mr. Edgeworth at the following address:

Brian Edgeowrth  
American Grating  
1191 Center Point Drive  
Henderson, Nevada 89074

You may send the bill for the carrier or postage to my attention for payment, or, alternatively, we can arrange for Fed Ex to pick it up for delivery directly to Mr. Edgeworth, whichever you prefer. As we will not be receiving any portion of the file, my firm does not need to execute a wholesale agreement with respect to the Protective Order. In any event, the terms of the Protective Order itself mandates that Mr. Simon's office return or destroy all CONFIDENTIAL information produced within 60 days of the conclusion of the dispute. My understanding is that the underlying dispute has been concluded for some time. It is therefore unclear what documents you would even still have in your possession that would be deemed "Protected."

In any event, we will not be dispatching anyone to your office as we are carefully minimizing our staff's exposure to third party situations in light of COVID. Please let me know if you would like us to arrange Fed Ex pick up for delivery to Mr.

Edgeworth. Otherwise, please have it mailed via carrier to Mr. Edgeworth and send us the bill for such delivery. Thank you.

Best regards,

**From:** Kendelea Works [mailto:kworks@christiansenlaw.com]  
**Sent:** Friday, May 22, 2020 3:40 PM  
**To:** Patricia Lee <PLee@hutchlegal.com>  
**Cc:** Peter S. Christiansen <pete@christiansenlaw.com>; Jonathan Crain <jcrain@christiansenlaw.com>  
**Subject:** Re: Simon v. Edgeworth et al: underlying client file

The file is ready for pick-up by the Edgeworth's. Please sign and return the Acknowledgment sent this morning prior to having the file picked up so that we may release it without any concerns for our respective clients. The file can be picked up any time before 5:00 p.m. at 810 S. Casino Center Blvd, Las Vegas, Nevada 89101.

Please note that Simon Law has retained internal emails based on relevancy, work product privilege and proportionality. Additionally, at the request of Mr. Parker, the Lange Plumbing Tax Returns are not being produced. If you have additional concerns, you may reach me on my cell anytime: (702) 672-8756.

On May 22, 2020, at 10:28 AM, Patricia Lee <PLee@hutchlegal.com> wrote:

I'm not refusing anything. I'm asking you to please produce my clients' file to them as requested over a month ago. Also, as you know, Lisa is not yet counsel of record on this matter so I'm not sure why you need her signature.

So, to be clear, you will produce the entirety of my clients' legal file today, if I sign the protective order? Alternatively, I would expect that you could produce the non-"confidential" portions of their file without any issues, either way. Thanks!

Best regards,

**From:** Kendelea Works [mailto:kworks@christiansenlaw.com]  
**Sent:** Friday, May 22, 2020 10:15 AM  
**To:** Patricia Lee <PLee@hutchlegal.com>  
**Cc:** Peter S. Christiansen <pete@christiansenlaw.com>; Jonathan Crain <jcrain@christiansenlaw.com>  
**Subject:** Re: Simon v. Edgeworth et al: underlying client file

To be clear, are you refusing to sign off on the Acknowledgment and be bound by the protective order?

On May 22, 2020, at 9:51 AM, Patricia Lee  
<PLee@hutchlegal.com> wrote:

Kendele: You may produce the protected portions of the Edgeworth's file (which, based on the definitions set forth in the Protective Order are likely limited) directly to them as they are under the protective order. We will expect full production of the Edgeworth's legal file today. Thank you.

Best regards,

**From:** Kendele Works [mailto:kworks@christiansenlaw.com]  
**Sent:** Friday, May 22, 2020 9:40 AM  
**To:** Patricia Lee <PLee@hutchlegal.com>  
**Cc:** Peter S. Christiansen <pete@christiansenlaw.com>; Jonathan Crain <jcrain@christiansenlaw.com>  
**Subject:** Re: Simon v. Edgeworth et al: underlying client file

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We would prefer to resolve this issue amicably and in compliance with the parties' respective obligations under the underlying protective order. However, if you insist upon motion practice, pursuant to NRS 7.055(3), we will deposit the file with the clerk so the Court may adjudicate the Edgeworth's rights to the file, a significant portion of which constitutes confidential, protected material. Please let us know how you wish to proceed.

Thank you,  
KLW

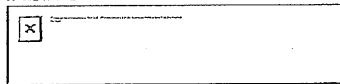
Patricia Lee  
Partner



HUTCHISON & STEFFEN, PLLC  
(702) 385-2500  
[hutchlegal.com](http://hutchlegal.com)

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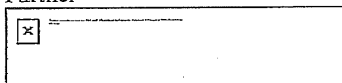
Patricia Lee  
Partner



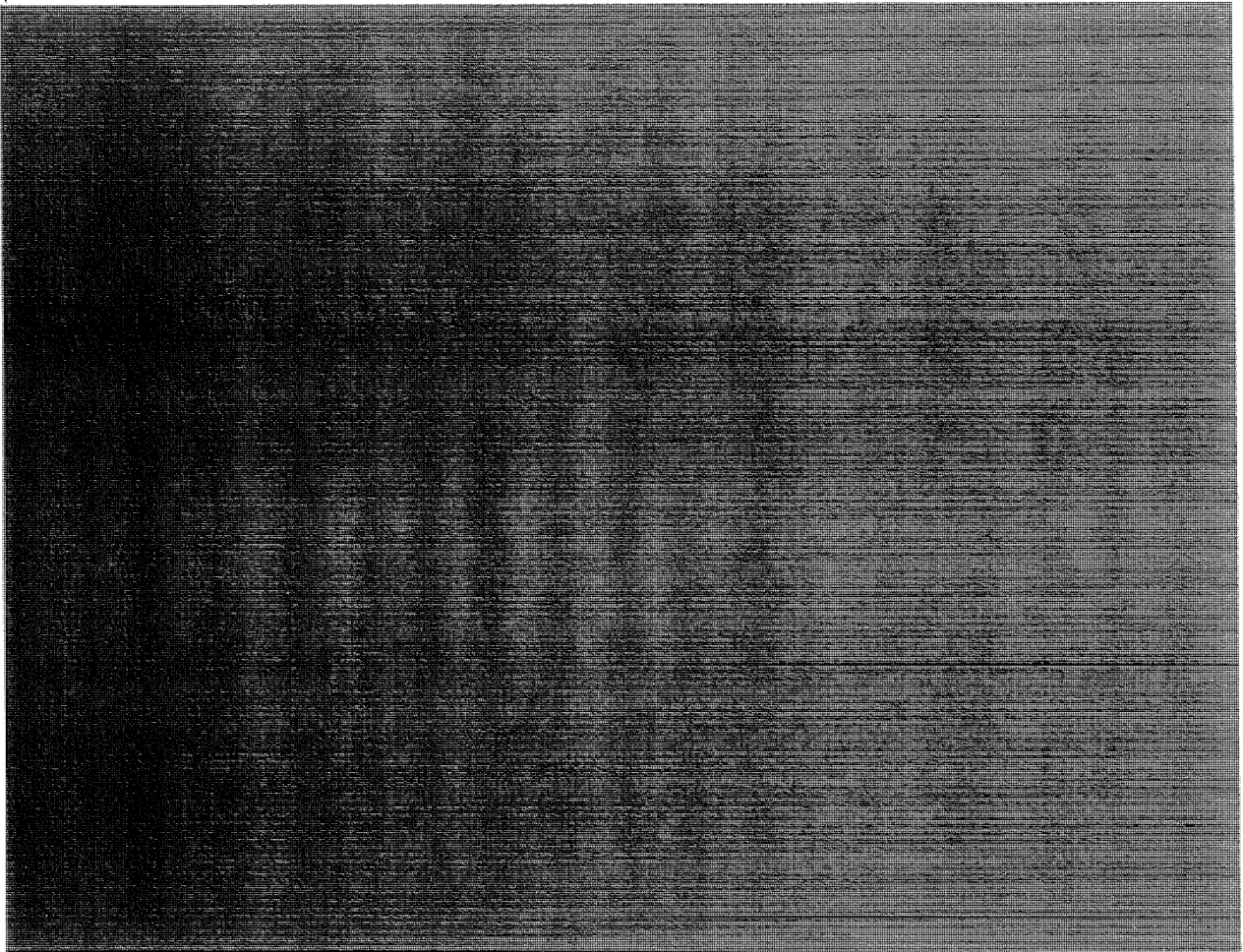
HUTCHISON & STEFFEN, PLLC  
(702) 385-2500  
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Patricia Lee  
Partner



HUTCHISON & STEFFEN, PLLC  
(702) 385-2500  
[hutchlegal.com](http://hutchlegal.com)



**From:** Patricia Lee <PLee@hutchlegal.com>  
**Subject:** RE: Simon v. Edgeworth et al: underlying client file  
**Date:** May 27, 2020 at 2:37:51 PM PDT  
**To:** "Peter S. Christiansen" <pete@christiansenlaw.com>  
**Cc:** Jonathan Crain <jcrain@christiansenlaw.com>, Kendelee Works  
<kworks@christiansenlaw.com>

Mr. Christiansen: We will inform our client that their attorney file, sans documents clearly marked "Confidential," should be received by them shortly. It is my understanding that the "action" to which the Protective Order pertains is the underlying products defect action, not the unrelated attorneys' lien matter which involves different parties and different issues. It is therefore perplexing that you still consider the litigation to which the Protective Order clearly applies, to still be "ongoing." In any event, I appreciate your office finally agreeing to turn over those parts of the file that are not deemed "Confidential," (which is what I suggested at the outset when initially confronted with the "Protective Order") and depositing the balance

with the Court. As for my comment, "I'm not refusing anything," it was not an agreement that I would sign a blanket protective order with language subjecting my firm to liability. If you read the rest of my email, it was actually me that was trying to seek clarification about your firm's position with respect to the Edgeworths' legal file (which was to be produced by the 14<sup>th</sup> per the agreement of the parties).

As for my demands and threats, they are neither baseless nor "threatening." It is your firm's actions that have triggered the need for repeated extra-judicial intervention by my firm. Indeed, right out of the gate your firm, after waiting 3 months to serve a complaint, ran to court with your "hair on fire" demanding that my clients turn over all of their personal electronic devices for full imaging by a third party, with absolutely zero explanation as to the "emergency" or any explanation as to why extraordinary protocols were even warranted. When I asked about it during our call, you retorted that "this was not the time nor place to discuss these issues." When presented with a different preservation protocol, that still contemplated full imaging of "all" electronic devices, I followed up with a series of clarifying questions, which have gone unanswered by your firm to date.

Next, your firm files a completely untenable opposition to Ms. Carteen's routine *pro hac vice* application, which I tried to resolve with your associate outside of the need for further motion practice, which attempts were solidly rebuffed by your office.

Finally, the simple act of providing a former client with his or her file has somehow become unnecessarily complicated by the introduction of a "Protective Order" which your office insisted that my firm execute prior to the production of the same. The Edgeworths are absolutely entitled to their legal file without the need to propound discovery. Thank you for finally agreeing to send it.

It is clear that your office is taking a scorched earth approach to this litigation in an attempt to inflate costs and wage a war of attrition. Mr. Simon, who is likely the author of many if not all of the pleadings and papers being generated on your end, has the luxury of being an attorney and can therefore better manage and control costs

on his end, and use his abilities to vexatiously multiply the proceedings to the material detriment of my clients.

As I have stated from the first time that you and I spoke on the phone, it is always my goal to work cooperatively with opposing counsel so long as doing so does not prejudice my client. Reciprocally, I would expect the same professionalism on the other end. Thanks Peter.

Best regards,

**From:** Peter S. Christiansen [<mailto:pete@christiansenlaw.com>]  
**Sent:** Wednesday, May 27, 2020 12:57 PM  
**To:** Patricia Lee <[PLee@hutchlegal.com](mailto:PLee@hutchlegal.com)>  
**Cc:** Jonathan Crain <[jcrain@christiansenlaw.com](mailto:jcrain@christiansenlaw.com)>; Kendelee Works <[kworks@christiansenlaw.com](mailto:kworks@christiansenlaw.com)>  
**Subject:** Re: Simon v. Edgeworth et al: underlying client file

Ms. Lee:

Your erratic and inconsistent emails make responding rationally difficult. You first demanded we turn the Edgeworth file over to you ASAP and followed with a series of threats. When we agreed to turn over the file but noted there was a protective order in place you responded that because your client is bound by the order there should be no issue providing you with the entire file, including the confidential protected material. We then pointed out that use of the confidential material was limited to the underlying litigation and counsel of record in that particular case, which you were not. You then stated you were not refusing to "sign anything," seemingly indicating you would sign the Acknowledgement and agreement to be bound. When we sent the Stip for you to sign you then pivoted and DEMANDED we send the entire file to the Edgeworths via mail b/c your office is observing covid protocol (which is funny in light of your ridiculous timed demands for the file forcing my office to work).

While we are willing to provide the Edgeworth's with their file (despite that discovery has not yet begun and there remains a charging lien in place), my client is bound by a protective order which it has become apparent you are attempting to circumvent (perhaps in an attempt to conjure up another baseless counterclaim or frivolous accusations against my client). Further, you stated that it was your understanding that the underlying dispute has been concluded for some time and you are unclear what documents we would have in our possession that would be deemed "protected." Your understanding is incorrect. Pursuant to the protective order, these documents are only supposed to be destroyed within 60 days of the final

disposition of the "action." Since the fee dispute litigation is ongoing, these documents have not been destroyed.

As a result, we will mail the Edgeworths the file without the protected confidential material. If you want to sign the Acknowledgment and agree to be bound, we will produce the entire file. Short of that, we intend to deposit the balance of the file with the clerk and seek the court's guidance as to how to proceed. That will of course require input from counsel for both Lange and Viking (Mr. Parker and Mr. Henriod).

Lastly, please refrain from any further baseless demands, threats and personal attacks in this matter. We prefer to proceed professionally so that we may all litigate this case on the merits.

Thanks,

PSC

Peter S. Christiansen, Esq.  
Christiansen Law Offices  
810 S. Casino Center Boulevard  
Las Vegas, NV 89101  
Phone (702) 240-7979  
Fax (866) 412-6992

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**From:** Patricia Lee <PLee@hutchlegal.com>  
**Sent:** Wednesday, May 27, 2020 8:52 AM  
**To:** Kendelee Works  
**Cc:** Peter S. Christiansen; Jonathan Crain  
**Subject:** Re: Simon v. Edgeworth et al: underlying client file

Please confirm that you have mailed the Edgeworth's legal file.

Best regards,

Sent from my iPhone

On May 22, 2020, at 3:40 PM, Kendelee Works  
<[kworks@christiansenlaw.com](mailto:kworks@christiansenlaw.com)> wrote:

The file is ready for pick-up by the Edgeworth's. Please sign and return the Acknowledgment sent this morning prior to having the file picked up so that we may release it without any concerns for our respective clients. The file can be picked up any time before 5:00 p.m. at 810 S. Casino Center Blvd, Las Vegas, Nevada 89101.

Please note that Simon Law has retained internal emails based on relevancy, work product privilege and proportionality. Additionally, at the request of Mr. Parker, the Lange Plumbing Tax Returns are not being produced. If you have additional concerns, you may reach me on my cell anytime: (702) 672-8756.

On May 22, 2020, at 10:28 AM, Patricia Lee  
<[PLee@hutchlegal.com](mailto:PLee@hutchlegal.com)> wrote:

I'm not refusing anything. I'm asking you to please produce my clients' file to them as requested over a month ago. Also, as you know, Lisa is not yet counsel of record on this matter so I'm not sure why you need her signature.

So, to be clear, you will produce the entirety of my clients' legal file today, if I sign the protective order? Alternatively, I would expect that you could produce the non-"confidential" portions of their file without any issues, either way. Thanks!

Best regards,

From: Kendelee Works

[<mailto:kworks@christiansenlaw.com>]

Sent: Friday, May 22, 2020 10:15 AM

To: Patricia Lee <[PLee@hutchlegal.com](mailto:PLee@hutchlegal.com)>

Cc: Peter S. Christiansen <[pete@christiansenlaw.com](mailto:pete@christiansenlaw.com)>;  
Jonathan Crain <[jcrain@christiansenlaw.com](mailto:jcrain@christiansenlaw.com)>  
Subject: Re: Simon v. Edgeworth et al: underlying client  
file

To be clear, are you refusing to sign off on the  
Acknowledgment and be bound by the protective  
order?

On May 22, 2020, at 9:51 AM,  
Patricia Lee  
<[PLee@hutchlegal.com](mailto:PLee@hutchlegal.com)> wrote:

Kendeleee: You may produce  
the protected portions of the  
Edgeworth's file (which, based  
on the definitions set forth in  
the Protective Order are likely  
limited) directly to them as  
they are under the protective  
order. We will expect full  
production of the Edgeworth's  
legal file today. Thank you.

Best regards,

From: Kendeleee Works  
[mailto:[kworks@christiansenlaw.com](mailto:kworks@christiansenlaw.com)]  
Sent: Friday, May 22, 2020 9:40 AM  
To: Patricia Lee  
<[PLee@hutchlegal.com](mailto:PLee@hutchlegal.com)>  
Cc: Peter S. Christiansen  
<[pete@christiansenlaw.com](mailto:pete@christiansenlaw.com)>; Jonathan  
Crain <[jcrain@christiansenlaw.com](mailto:jcrain@christiansenlaw.com)>  
Subject: Re: Simon v. Edgeworth et al:  
underlying client file

Patricia,

We understand that the Edgeworths  
are a party to the Protective Order  
and thus, bound by its  
terms. However, section 7.1 makes  
clear that a party in receipt of  
protected materials may only use

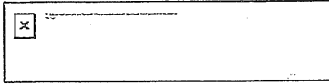
such documents for prosecuting, defending or attempting to settle the underlying litigation. Confidential protected material may only be disclosed to a party's counsel of record in the underlying litigation. See Section 7.2. Accordingly, despite that we have not not received any formal subpoena or document request, we nevertheless contacted the underlying defendants with notice of your request for the protected material. Mr. Parker for Lange Plumbing requested that we not disclose the non-construction documents in the production. Mr. Henriod is contacting his client for further direction prior to disclosure. We anticipate they will require at a minimum, that you and Ms. Carteen execute the Acknowledgment and Agreement to be Bound, which is attached hereto for your reference. Please promptly let us know whether you are willing to sign the Acknowledgment and if so, sign and return executed copies as soon as possible.

We would prefer to resolve this issue amicably and in compliance with the parties' respective obligations under the underlying protective order. However, if you insist upon motion practice, pursuant to NRS 7.055(3), we will deposit the file with the clerk so the Court may adjudicate the Edgeworth's rights to the file, a significant portion of which constitutes confidential, protected material. Please let us know how you wish to proceed.

Thank you,  
KLW



Patricia Lee  
Partner



HUTCHISON & STEFFEN, PLLC  
(702) 385-2500  
[hutchlegal.com](http://hutchlegal.com)

**Notice of Confidentiality:** The information transmitted is intended only for the person or entity to whom it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking any action in reliance upon, this information by anyone other than the intended recipient is not authorized.

Patricia Lee  
Partner



HUTCHISON & STEFFEN, PLLC  
(702) 385-2500  
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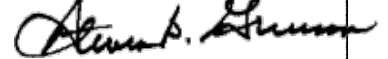
Patricia Lee  
Partner



HUTCHISON & STEFFEN, PLLC  
(702) 385-2500  
[hutchlegal.com](http://hutchlegal.com)

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Patricia Lee  
Partner



**RIS**  
MORRIS LAW GROUP  
Steve Morris, Bar No. 1543  
Rosa Solis-Rainey, Bar No. 7921  
801 S. Rancho Dr., Ste. B4  
Las Vegas, NV 89106  
Telephone: (702) 474-9400  
Facsimile: (702) 474-9422  
Email: sm@morrislawgroup.com  
Email: rsr@morrislawgroup.com

Attorneys for Defendant  
Edgeworth Family Trust and  
American Grating, LLC

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

EDGEWORTH FAMILY TRUST;  
AMERICAN GRATING, LLC,

Plaintiffs,

v.

LANGE PLUMBING, LLC ET AL.,

Defendants.

) Case No: A-16-738444-C

) Dept. No: X

) HEARING DATE: 5/27/21

) HEARING TIME: 9:30 AM

EDGEWORTH FAMILY TRUST;  
AMERICAN GRATING, LLC,

Plaintiffs,

v.

DANIEL S. SIMON, AT AL.,

Defendants.

) Case No: A-18-767242-C

) Dept. No. X

) **EDGEWORTHS' REPLY IN**

) **SUPPORT OF MOTION**

) **FOR ORDER RELEASING**

) **CLIENT FUNDS AND**

) **REQUIRING THE**

) **PRODUCTION OF**

) **COMPLETE CLIENT FILE**

) **HEARING REQUESTED**

## INTRODUCTION

### Simon's Tactics to Delay and Increase the Burden and Expense of Litigation

Simon's Opposition gives with one hand what it takes with the other. On the one hand, Simon acknowledges he "agreed" to transfer the funds into the Morris Law Group Trust Account yet has done nothing to effectuate it. Now, he questions even the Court's authority to change the "bilateral" agreement for deposit of the subject funds that Simon strong-armed his clients into, despite previously telling another district court (former Judge Jim Crockett) that the funds were being held *on order of the Court* (see Ex. M to Motion for Order to Release Funds/File. Rather than address the unreasonableness of maintaining that position given the changed nature of the dispute and the completed appellate proceedings, Simon relies on the obsolete initial dispute, without offering any authority to support not transferring the funds in trust, as he recently agreed to do.

With respect to the Edgeworths' case file, Simon again obfuscates rather than offer a solution, which is simple: produce the Edgeworths' file as Nevada law requires since adequate security is in place. Ordering production of the file is well within this Court's authority. Given Simon's tactics of avoiding his legal obligations, it is no wonder this litigation is now going into its fourth year.

### A. THE CLIENTS' FUNDS SHOULD NOT BE IN SIMON'S CONTROL

It is ironic that Simon now questions the Court's authority to permit the transfer of funds because transfer would change what Simon calls the "bilateral agreement" between the parties. Opp'n at 9:22-26. This is especially true since Simon has been reporting to another district court that *"the Court ordered that the money should not be distributed pending appeal."*

See Ex. M to Motion, Excerpts of Simon's Opp'n to Edgeworths' Special Mot. to Dismiss in Case No. A-19-807433-C at 11:20-21 (emphasis added); *id* at 27:22-23 ("... Judge Jones *ordered the funds remain in the account*" (emphasis added)); *see also* Ex. N, Excerpts of Simon's Opp'n to Vannah's NRCP 12(b)(5) Mot. to Dismiss at 13:9-10 ("*Simon is following the District Court order* to keep the disputed funds safe ..."). The "bilateral" agreement that Simon is presumably referring to is the joint Special Trust Account established when he fought to have some control over the "disputed funds." Simon does not have a duty to "protect funds" as he thoughtlessly claims: the "disputed funds" would have been just as secure in Vannah's Trust Account, and Simon's interests would have been adequately protected, but he would not agree to that, and the Special Trust Account was established to disburse funds that are in excess of the amount needed to secure his lien.

Despite expressing a willingness to work "collaboratively," Simon has declined to work with the Edgeworths' counsel, as demonstrated below:

May 3	Request to transfer funds and release uncontested portions.	Ex. C to Motion to Release Funds/File.
May 4	Telephone discussion, explained "rush" was to get the matter before the court if agreement still could not be reached.	Solis-Rainey Decl. ISO Motion at ¶ 7
May 4	Edgeworths' counsel agreed to wait till end of week for response	See Ex. Q
May 11	Follow-up request sent to counsel.	Ex. O to Motion
May 13	Edgeworths' Motion re Release of Funds/File filed	
May 13	<i>After</i> motion filed, letter from Simon's counsel received saying "he did not see a fundamental problem with moving contested	Attached hereto as Ex. Q.

	funds . . . " and would "contact [Edgeworths' counsel] next week on the issue."	
May 13	Response to Simon, confirming all bank needed for transfer was signed letter authorizing it.	Attached hereto as Ex. R
May 18	Follow-up email sent to Simon's counsel with sample letter that would satisfy bank	Attached hereto as Ex. S

To date, nearly three weeks after Morris Law Group's initial request, Simon has not responded with the letter that would enable transfer of the trust funds. And although he flippantly says "if there is an overage it can be withdrawn," (Opp'n at 8:26-27) the reality is that given his delays and positing a false issue about the Court's authority over the account, it is unlikely anything can be done with the account until the Court orders him to transfer it so disputed funds can be maintained in the Morris Law Group Trust Account. The rest can be disbursed to the Edgeworths. This is not an issue of protecting funds for his lien security: rather, Simon is just trying to force the Edgeworths to pay him what he wants and give up their appeal rights in this case **and** in the pending defamation case Simon filed that is not before this Court. The Court should not permit him to hold the Edgeworths' funds hostage any longer.

Simon's suggestion that the Court is without authority to resolve a dispute about the "bilateral" agreement is meritless. Opp'n at 9:22-26. Courts resolve such disputes daily; they are often required to adjudicate competing claims about the meaning and scope of "bilateral agreements."

#### **B. THE ENTIRE CLIENT FILE MUST BE RELEASED**

##### **1. Simon's "Retaining Lien" Does Not Immunize Him From Producing the Edgeworths' Complete Case File.**

Judicial intervention is needed now to stop Simon's ever-increasing gamesmanship with the Edgeworths' client file. Having presumably abandoned his earlier claim that NRS 7.055 did not apply because he was not a "discharged" lawyer, Simon is back to contending it does not apply because he hasn't been paid. But Simon is more than adequately secured, and that is all Nevada law requires. *Morse v. Eighth Judicial District Court*, 65 Nev. 275, 291, 195 P.2d 199, 206–07 (1948) (recognizing that "a district court should have no trouble in fixing a proper amount for bond or other security and in passing on the sufficiency thereof.") ; *Figliuzzi v. Eighth Judicial Dist.*, 111 Nev. 338, 343, 890 P.2d 798, 801 (1995) (recognizing "substitute payment or security" satisfies statute (citing *Morse*)).

**2. The Non-Disclosure Agreement Does Not Excuse Production of the File.**

Simon should not be permitted to wield the non-disclosure agreement (NDA) as a sword. The protective order, which has the NDA, as is typical, was an agreement between "Plaintiffs on the one hand, and Viking Defendants and Lange . . . to prevent the unnecessary disclosure or dissemination of such confidential, proprietary, or trade secret information." NDA at 3. The Edgeworth entities are the "Parties" referenced, and are bound by it. That issue was raised by Simon's counsel in 2020 and resolved. Simon signed the NDA only as counsel to the Edgeworths. NDA at 14. The NDA itself contemplates that a Court may be called upon for documents subject to the NDA, and provides for notice to the other parties, which Simon has given. *See* Ex. 2, 5/22/20 at 9:40 a.m. Email from K. Works to Patricia Lee.

Another evasive shift in Simon's NDA argument: in 2020 Simon claimed that the "confidential" documents had **not** been destroyed as provided in the NDA because issues remained open and thus the file was

1 not closed. Ex. 2; 5/27/20 12:57 p.m. Email from P. Christiansen to P. Lee.  
2 Now, in this Opposition he nonsensically suggests that portions of the file  
3 could never be turned over because "case against Viking and Lange is over,  
4 *thus there can be no disclosure . . .*" Opp'n at 6:11-12. More importantly, this  
5 shifting line of argument is an excuse for acting irresponsibly, as is evident  
6 from the fact the Edgeworths confirmed to Simon's counsel that they were  
7 not looking for confidential Viking or Lange Plumbing data. Motion Ex. O,  
8 at 1 ("the Edgeworths are not seeking tax returns or proprietary company  
9 information from Viking or Lange, though I do believe it should be  
10 preserved"). The NDA and the concept of confidentiality simply do not  
11 provide immunity for Simon to avoid the full production required by NRS  
12 7.055.

13 **3. The Alleged Burden of Production is of Simon's Own Making**  
14 **and Does Not Excuse his Legal Duty to Produce the File.**

15 The "burden" excuse offered by Simon should be rejected. Simon  
16 claimed that he had already produced all email in the case for which his  
17 firm billed. Mot. to Release Funds/File at 5; Ex. O to same at 197. And as  
18 pointed out in the exchanges with his counsel, producing complete emails is  
19 much easier than attempting to de-duplicate them manually. Since Simon  
20 has already gone through all the emails, all he has to do is place the  
21 remaining .pst files onto a hard drive. NRS 7.055 does not allow a lawyer to  
22 choose which portions of the file he must produce merely because the file  
23 was maintained in a way that now makes it inconvenient for the lawyer to  
24 produce it.

25 **4. Simon's Other Excuses are also Wrong**

26 As to his other excuses, Simon is flat wrong. Simon says that beyond  
27 the NDA issue, the Edgeworths "have not disclosed with any specificity how  
28 they believe the file is not complete." Opp'n at 13; *but see*, Ex. I to Mot. to

1 Release Funds/File (providing a non-exhaustive list of missing items); and  
2 Ex. O (providing the clarification requested by Simon's counsel as to the  
3 file).

4 Simon's attempt to analogize the "Finger for Edgeworth" folder to a  
5 thumb drive is interesting, but unhelpful because the file was not produced  
6 on a thumb drive, or a "finger drive," but rather on a portable hard drive.  
7 The content of that folder is also *not* included on the "list of items on the  
8 drive sent to the Edgeworths." See Ex. T (snapshot of "Finger for Edgeworth"  
9 folder content).

10 Simon's opposition now says that "Simon agreed to deposit  
11 confidential items with the court *if* a motion was filed per 7.055(3)." Opp'n at  
12 5 – 6. In support of that statement, Simon relies on an older portion of an  
13 email thread where one of Pete Christiansen's colleagues said that, instead  
14 of the later email in the thread where Mr. Christiansen abandons that  
15 limitation. *Compare* 5/22/20 9:40 a.m. email from K. Works to P. Lee; to  
16 5/27/20 2:37 p.m. email from P. Christiansen to P. Lee, both found in  
17 Exhibit 2 to Plaintiff's Opposition (*not presented in chronological order*). The  
18 May 27 exchanges between Mr. Christiansen and Ms. Lee were the last in  
19 that thread and reflected the final agreement, as evidenced by the fact that a  
20 portion of the file was produced soon after. *Id.* Simon's claim that emails  
21 were cherry-picked is likewise false (Opp'n at 5:34); the email threads  
22 concerning the back-and-forth in 2020 were excerpted from his own emails;  
23 and Simon's entire exhibits on that point (in the order he offered them  
24 previously) were also cited. *See* Mot. to Release Funds/File at 3:23. In fact,  
25 Exhibit 2 to Simon's Opposition has the exact emails cited in the Motion, just  
26 combined into one exhibit instead of three as Simon presented them  
27 previously. The exhibits regarding this issue are also a good example of how  
28



1 the files were disorganized and often indecipherable, as the Edgeworths  
2 point out in the Motion.

3 **C. CONCLUSION**

4 Simon acknowledges that the Special Trust Account balance is well in  
5 excess of his exorbitant lien. That balance cannot be reasonably maintained  
6 today in view of the law of the case. He is not entitled to be over-secured.  
7 For the reasons set forth in the Motion and in this Reply, the Edgeworths  
8 respectfully ask that the Court enter an order requiring the transfer of the  
9 disputed settlement funds to the Morris Law Group trust account, to be held  
10 pending further order of the Court concerning distribution. Simon has not  
11 presented any credible reason as to why he should be permitted to hold  
12 funds that are in excess of what is necessary to secure his lien until the Court  
13 rules on the amount of the lien, as the Supreme Court has mandated.

14 The file requested by his former clients, who have been asking for the  
15 complete file since November 2017, should be produced now.

16  
17 MORRIS LAW GROUP

18 By: /s/ STEVE MORRIS  
19 Steve Morris, Bar No. 1543  
20 Rosa Solis-Rainey, Bar No. 7921  
21 801 S. Rancho Dr., Ste. B4  
22 Las Vegas, Nevada 89106

23 Attorneys for Defendants  
24 Edgeworth Family Trust and  
25 American Grating, LLC  
26  
27  
28

**CERTIFICATE OF SERVICE**

Pursuant to Nev. R. Civ. P. 5(b) and NEFCR 9, I certify that I am an employee of MORRIS LAW GROUP, and that I caused the following to be served via the Court's mandatory e-filing and service system to those persons designated by the parties in the E-Service Master list for the above-referenced matter: **EDGEWORTHS' REPLY IN SUPPORT OF MOTION FOR ORDER RELEASING CLIENT FUNDS AND REQUIRING THE PRODUCTION OF COMPLETE CLIENT FILE**

DATED this 21st day of May, 2021.

By: /s/ TRACI K. BAEZ  
An employee of Morris Law Group

# EXHIBIT Q

May 13, 2021 Letter to Rosa Solis-Rainey from  
James R. Christensen

James R. Christensen Esq.  
601 S. 6<sup>th</sup> Street  
Las Vegas, NV 89101  
Ph: (702)272-0406 Fax: (702)272-0415  
E-mail: jim@jchristensenlaw.com

May 13, 2021

*Via E-Mail*

Rosa Solis-Rainey  
Morris Law Group  
801 S. Rancho Drive Suite B4  
Las Vegas, NV 89106

Re: Edgeworth v. Viking and related matters

Dear Ms. Solis-Rainey:

Thank you for spending time on the phone with me on May 4 and for being flexible on the deadline expressed in your May 3<sup>rd</sup> letter.

As discussed, while I understand the position taken in your letter and most recent motion for reconsideration, it is not the only position. As explained during our call and as further explained in the counter motion to adjudicate the lien on remand, the state of the pleadings and the mandate can be reasonably interpreted such that the court could find along the lines offered by Will Kemp. In short, while you take the position the fees should be less, we take the position the fees should be higher. The funds remain in dispute.

However, as it appears clear that the court is confident in its current findings and the amount of the fee absent further order from the Supreme Court, I offered to move off our position and disburse funds per the court's existing orders, with a downward adjustment for the amount charged by Mr. Clark (as opposed to his retainer). While you were resistant to moving off your position during our call, please give it serious thought as a practical solution. Any further appeal keeps the funds in dispute.

As discussed, while the details need to be addressed, I do not see a fundamental problem with moving contested funds to your firm's trust account. It must be noted that because the contested funds are being moved from an interest-bearing account to an IOLTA account at your clients' request, Simon will not be responsible for any alleged delay claims/damages that would otherwise be offset by earned interest. I will contact you next week on this issue.

Thank you for your consideration of the above.

Sincerely,

JAMES R. CHRISTENSEN, P.C.

*/s/ James R. Christensen*

**JAMES R. CHRISTENSEN**

JRC/dmc  
cc: Client(s)

# **EXHIBIT R**

May 13, 2021 Letter to James R. Christensen  
from Rosa Solis-Rainey

**MORRIS LAW GROUP**  
ATTORNEYS AT LAW

801 S. RANCHO DR., STE. B4  
LAS VEGAS, NV 89106  
TELEPHONE: 702/474-9400  
FACSIMILE: 702/474-9422  
WEBSITE: WWW.MORRISLAWGROUP.COM

May 13, 2021

VIA EMAIL: [jim@jchristensenlaw.com](mailto:jim@jchristensenlaw.com)  
James R. Christensen  
601 S. 6<sup>th</sup> Street  
Las Vegas, NV 89101

Re: *Eighth Judicial District Court Case No. A-16-738444-C*

Dear Jim:

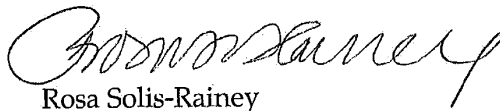
I am in receipt of your response, which you emailed to me shortly after my office filed the Motion for Order Releasing Client Funds and Requiring the Production of Complete Client File. As I explained when we spoke on May 4th, the reason I requested a quick response from you was so that if we could not resolve the issue, we could file a timely motion and have the Court consider all issues in one proceeding.

While it was clear on May 4th that we would not reach agreement on disbursement, I waited for a response until the end of the week as agreed, in hopes we could resolve the transfer issue. Your offer to resolve the issue by accepting the Court's figures was not without strings. I understood that offer was contingent on my clients giving up their right to pursue the pending motion for reconsideration, and waiving all appeals, which was unacceptable.

Nonetheless, I appreciate that your client is now willing to transfer the funds into the Morris Law Group Trust account, which is also at Bank of Nevada. I understand that the transfer requires nothing more than a letter from Mr. Vannah and a letter from Mr. Simon authorizing the transfer. Given your client's contention that all funds are in dispute, we understand our obligation to maintain all funds in our Trust account pending receipt of Order from the Court authorizing disbursement.

Please send me the letter from your client authorizing the transfer as soon as possible. I look forward to working with you to get the transfer finalized. As always, if you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

  
Rosa Solis-Rainey

P000385

# **EXHIBIT S**

May 18, 2021 Follow-up Email to  
James R. Christensen with Sample Letter



**Rosa Solis-Rainey**

---

**From:** Rosa Solis-Rainey  
**Sent:** Tuesday, May 18, 2021 11:48 AM  
**To:** 'jim@jchristensenlaw.com'  
**Subject:** Edgeworth adv. Simon - Transfer of Funds  
**Attachments:** 2021-05-18 Draft Letter to Bank of NV re Transfer Authorization.docx

Jim:

Following up on our exchange last week, and your agreement to transfer the funds, please provide me with a signed letter authorizing the transfer. I understand from our banker that the signed letter from your side and Mr. Vannah is all they need to effectuate the transfer, and that I may email the letters. For your convenience, attached is a draft listing Mr. Simon as the signer on the account, but if I am mistaken and if you are the signer on the account, please change the name.

This confirms that Morris Law Group agrees to hold all funds in our Trust account pending order from the court regarding the disposition of the funds.

Best regards,

Rosa Solis-Rainey  
**MORRIS LAW GROUP**  
801 S. Rancho Dr., Ste B4  
LAS VEGAS, NEVADA 89106  
(702) 474-9400 (Main)  
(702) 759-8321 (Direct)  
(702) 474-9422 (Fax)  
[rsr@morrislawgroup.com](mailto:rsr@morrislawgroup.com)  
[www.morrislawgroup.com](http://www.morrislawgroup.com)

*This e-mail is sent by a law firm and contains information that may be privileged and confidential. If you are not the intended recipient, please delete the e-mail and notify us immediately.*

May 18, 2021

Bank of Nevada  
2700 West Sahara Avenue  
Las Vegas, NV 89102

*Re: Edgeworth adv. Simon,  
Clark County Case Nos. A-16-738444-C and A-18-767242-C*

Dear Sir or Madam:

This letter constitutes authorization to transfer all of the funds held in the Joint Trust Account ending in 4141 into Morris Law Group's Trust Account and to close the Joint Trust Account.

Sincerely,

Daniel S. Simon

cc: James Christensen  
Rosa Solis-Rainey

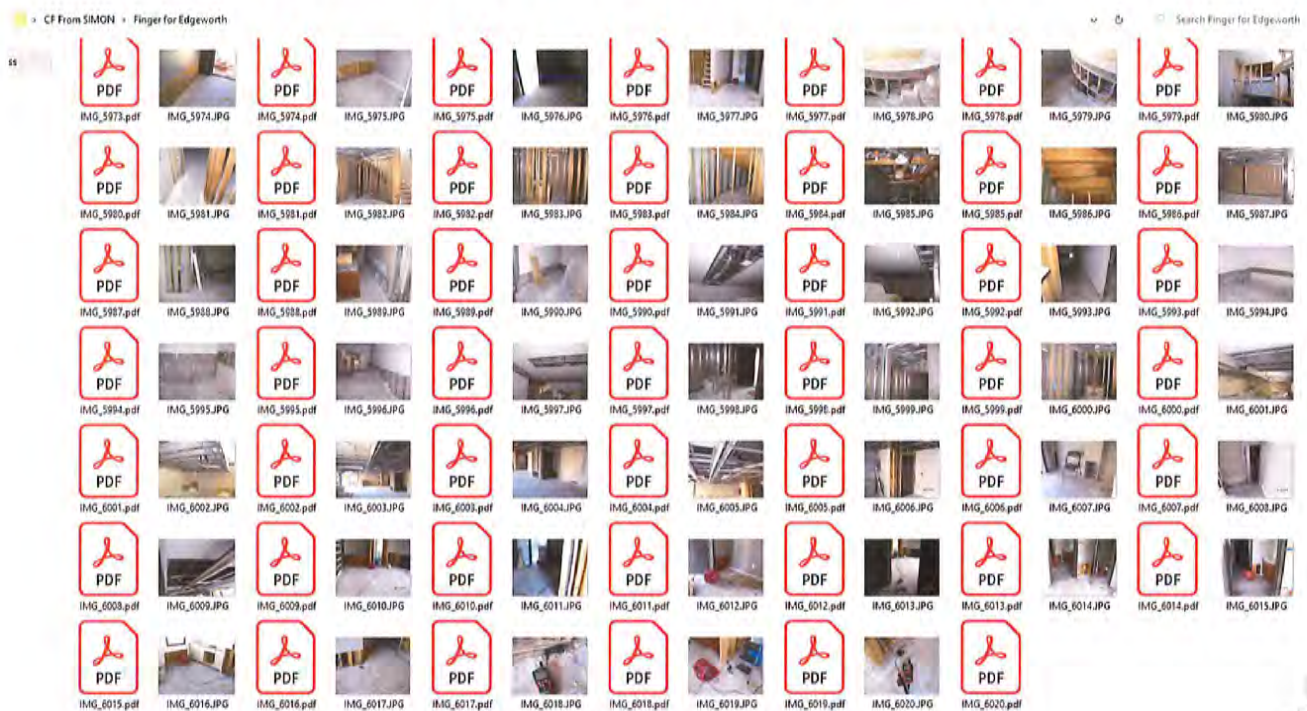
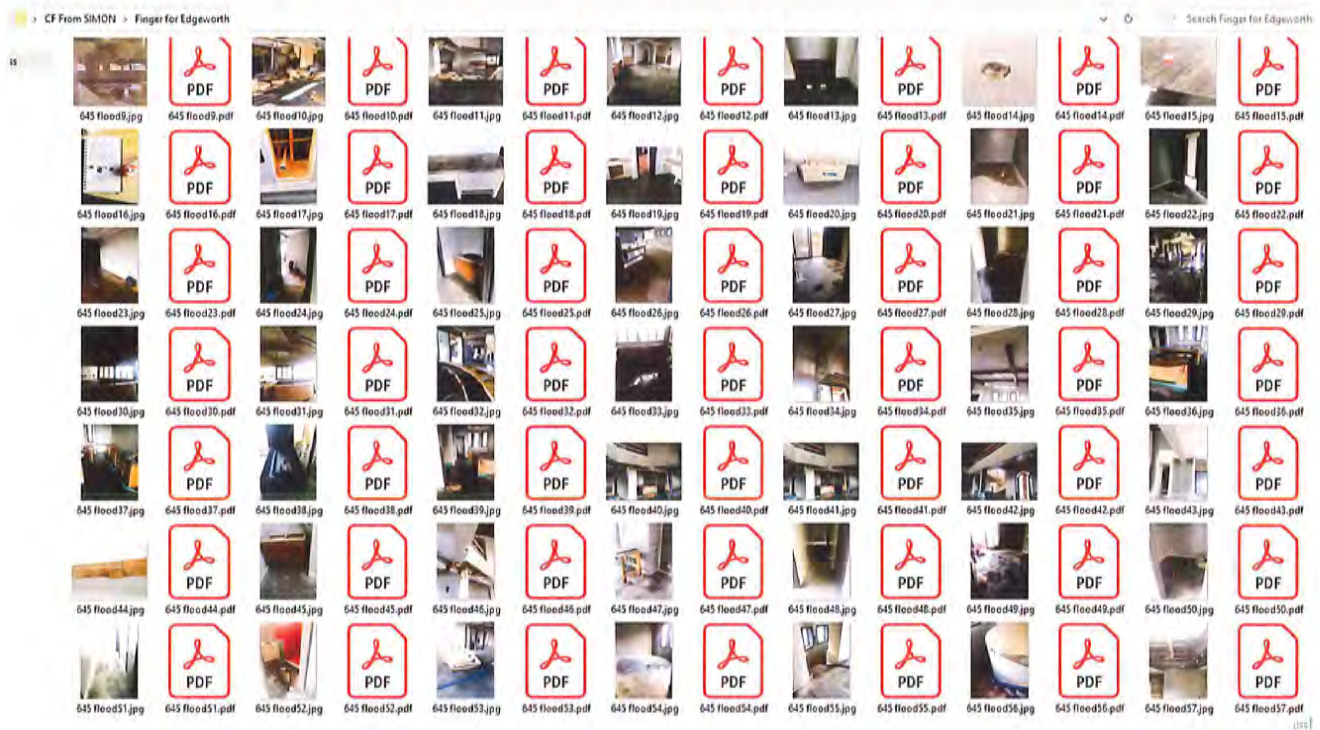
**P000388**

# **EXHIBIT T**

Snapshot of "Finger for Edgeworth" Folder  
Content







# MORRIS LAW GROUP

ATTORNEYS AT LAW

801 S RANCHO DR., STE. B4  
LAS VEGAS, NV 89106  
TELEPHONE: 702/474-9400  
FACSIMILE: 702/474-9422  
WEBSITE: WWW.MORRISLAWGROUP.COM

May 26, 2021

Kelley Blose  
Bank of Nevada  
2700 West Sahara Avenue  
Las Vegas, NV 89102

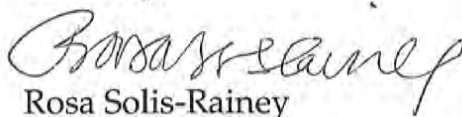
*Re: Edgeworth adv. Simon,  
Clark County Case Nos. A-16-738444-C and A-18-767242-C*

Dear Kelley:

This letter confirms that Morris Law Group accepts the transfer from the Joint Trust Account ending in 5642, referenced in the attached letter from Mssrs. Simon and Vannah. Morris Law Group's (IOLTA) Trust Account ends in 9568.

Your assistance in effectuating the transfer is greatly appreciated.

Sincerely,

  
Rosa Solis-Rainey

P000392

May 26, 2021

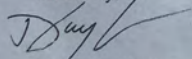
Bank of Nevada  
2700 West Sahara Avenue  
Las Vegas, NV 89102

*Re: Edgeworth adv. Simon,  
Clark County Case Nos. A-16-738444-C and A-18-767242-C*

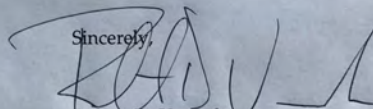
Dear Sir or Madam:

This letter constitutes authorization to transfer all of the funds held in the Joint Trust Account ending in 5642 into Morris Law Group's Trust Account, and to close the Joint Trust Account (5642) pursuant to the request of the Edgeworths.

Sincerely,

  
Daniel S. Simon

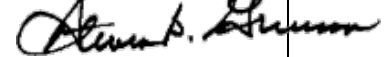
Sincerely,

  
Robert D. Vannah

cc: James Christensen  
Rosa Solis-Rainey

P000393





1 RTRAN

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5 DISTRICT COURT

6 CLARK COUNTY, NEVADA

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EDGEWORTH FAMILY TRUST, ET  
AL.,

Plaintiffs,

vs.

DANIEL SIMON, ET AL.,

Defendants.

CASE#: A-18-767242

COMBINED WITH  
CASE#: A-16-738444-C

DEPT. X

BEFORE THE HONORABLE TIERRA JONES  
DISTRICT COURT JUDGE  
THURSDAY, MAY 27, 2021

RECORDER'S TRANSCRIPT OF PENDING MOTIONS

APPEARANCES VIA BLUEJEANS:

For the Plaintiffs: STEVE L. MORRIS, ESQ.

For the Defendants: JAMES R. CHRISTENSEN, ESQ.

RECORDED BY: VICTORIA BOYD, COURT RECORDER



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Las Vegas, Nevada, Thursday, May 27, 2021

[Case called at 9:25 a.m.]

THE COURT: We are going to go on the record in A738444, Edgeworth Family Trust v. Lange Plumbing. This case is also consolidated -- okay, I need everybody on BlueJeans to mute. Okay. Also consolidated with the Edgeworth Family Trust v. Daniel Simon.

May the record reflect we are here for the renewed motion to reconsider, as well as there was a countermotion to adjudicate the lien on remand. I have read Plaintiff's renewed motion to reconsider the third amended decision and order. I have also read the opposition, as well as the countermotion. And I have read the reply in regards to the motion to reconsider. And there's also a motion for an order releasing the client funds, which we'll get to second.

So let's start with the renewed motion for reconsideration. Plaintiff, I have read everything that was submitted by the parties. Do you have anything you would like to add to what you previously submitted?

MR. MORRIS: Yes, Your Honor. I'm Steve Morris. I know that you just said you've read the papers. Still, however, I think it's necessary to -- for Mr. Edgeworth to make a record here of this hearing.

We point out in our papers, as you've probably recognized that the third amended order does not comply with the Supreme Court's mandate that brings this case back to your court. There isn't in the third amended -- in the third lien order, there isn't any basis or explanation for

1 -- to provide a basis for the \$200,000 in quantum merit award that you  
2 awarded Mr. Simon for post discharge work, and I think that it's  
3 necessary to do that. We don't have in the record -- we, of course, have  
4 your decision, which says, among other things, the Court must establish  
5 or determine the amount of a reasonable fee, but we don't have findings  
6 from you or, as the Supreme Court said, an explanation to support the  
7 \$200,000 as reasonable for work that was done post discharge.

8           The work that was done post discharge in your order is not  
9 identified, and there is no statement by you or any opinion by you of the  
10 value of that work that benefited the Edgeworths. So we don't have --  
11 going back to the Supreme Court's words, we don't have from you, in  
12 your third order, an explanation of the reasonableness of the \$200,000  
13 that you ordered.

14           Now you're required to make an explanation of that, and the  
15 Court also said, that in doing so -- and I know that you said in your order  
16 that you considered the *Brunzell* factors, but you didn't point out, the  
17 Supreme Court observed, what it is in the *Brunzell* factors that you found  
18 and applied to the post-discharge work that would support your \$200,000  
19 award.

20           In the opposition to this motion, which, Your Honor, you also  
21 say you've read, the opposition says there's more than what Mr. Simon  
22 described in his super bill as the work he did post discharge and the  
23 opposition, however, doesn't cite anything. It just simply says substance  
24 -- we had a five day hearing, and that five day hearing covered a lot of  
25 ground and had a lot of information in it.

1           The point is, and it's illustrated by Exhibit LL to our motion  
2 for reconsideration, that's the color coded chart that breaks down by  
3 about a job -- it's about a job description, the time that was spent by Mr.  
4 Simon and his associate, Ashley Ferrel, in wrapping up, or in my words,  
5 closing out the file of his representation in this case. He's been  
6 compensated for the work that he did, that you found impressive, and  
7 we're not disputing that. What we're disputing and what we're asking  
8 you to consider is did he work 71 -- he and his associate work 71.10  
9 hours -- point 1 hours. And it describes, largely, garden variety close out  
10 work to conclude his representation of the Edgeworths in this case.

11           That super bill was the only record we have of Simon's post  
12 discharge work, and as you pointed out at one time, it may be -- it may  
13 be even questionable at that. But at the very most, if you credit  
14 everything that he says on that bill -- and, by the way, give him credit for  
15 71.10 hours, you would be compensating him at almost \$3,000 an hour if  
16 you were to confirm this \$200,000 quantum meruit award.

17           We say that's unreasonable, and we point to, in saying that  
18 in our papers, that our belief is, and we ask you to consider it, that the  
19 work he did should not be valued any more than -- and we describe it at  
20 most, and it's still generous -- at the rate of which he was compensated  
21 prior to post discharge, because the work that you found that justified  
22 what he was claiming, and you ordered for previous charged work, is not  
23 the work that he did post discharge. Post discharge is telephone calls,  
24 administration, reading emails, and so on to wrap up his participation in  
25 the case. It's just routine, as I say, close out administrative work.

1           In addition, the third amended order has an error in it, which  
2 we describe as a scrivener's error for \$71,594.93 in costs that, as you  
3 acknowledged in your order on page 18, that had already been paid. The  
4 Edgeworths had paid those. Those costs should not have been added  
5 back into this order adjudicating the lien.

6           So, Your Honor, to summarize this, I think we can say that at  
7 the very most, considering the work that was done, the character of that  
8 work, and the absence of findings to show that it had had some  
9 substance as opposed to just routine clean-up work to get out of the case  
10 and close his file on it, \$34,000 or just a little less than that, 33,000 nine  
11 plus will be more than sufficient to compensate Mr. Simon for his post  
12 discharge work, and we ask you to enter and reconsider in doing so,  
13 your third order, and conclude in accordance with the directions from  
14 the Supreme Court that that work that he did is worth no more than  
15 \$34,000.

16           THE COURT: Okay. Thank you, counsel. Mr. Christensen,  
17 your response.

18           MR. CHRISTENSEN: Yes, Your Honor. I'm going to first  
19 address the Edgeworth's motion, and then I'll address the  
20 counter motion.

21           THE COURT: Okay.

22           MR. CHRISTENSEN: The difficulty with the Edgeworth's  
23 motion is that they haven't set forth grounds for reconsideration. The  
24 claim that the Court's latest order did not comply with the mandate , for  
25 example, didn't take note of the fact that there was a *Brunzell* analysis

1 that was added in, and that there were also additional findings added in  
2 concerning the work that Simon did to uphold the Court's quantum  
3 merit analysis.

4           There's several kind of throw up on the wall issues that are  
5 raised as an attempt to gain reconsideration. One of them is that they  
6 say they were not provided with an opportunity to file a reply. I pointed  
7 out in the opposition that they didn't make any showing that that's  
8 actually a fundamental right, that they had a due process right to file a  
9 reply and, lastly, that they did not establish what their argument would  
10 have been. They didn't provide it. So they did not establish undue  
11 prejudice and thereby they cannot ask for reconsideration.

12           The reply is fairly telling, and it kind of goes in line with the  
13 general theme of all of these recent filings. They argue that they did not  
14 make a due process argument, that they were merely stating a fact that  
15 they were denied their, quote, "right to reply," and that, quote, "should  
16 not have been denied that right as a fact."

17           So they kind of bootstrapped themselves into their own relief  
18 by ignoring the fact that they have two false premises. They just skip  
19 over them. One is no right to reply; and, two, is no undue prejudice. At  
20 most, it's -- if you can't say what you would have said in your reply that  
21 would have changed the mind of the Court, then it's [indiscernible -  
22 audio/video frozen].

23           So we never get to actually examining their arguments in the  
24 first place because they haven't established a right to reconsideration.  
25 But I would like to go to them anyway because, if nothing else, to

1 support the Court's quantum meruit analysis. You know, at the outset,  
2 they're promoting an hourly computation of the fees to Simon. That's  
3 not the only route that the Court can take. Under a quantum meruit, it's  
4 within the Court's discretion to use a wide variety of metrics on how to  
5 add up the fees. One of them is market rate. Another one is -- you know,  
6 under -- there are arguments that are not well stated in the moving  
7 papers concerning contingency fee, flat fee, all of that.

8 But we know from the very early case of *Fracasse v. Brent*,  
9 which came out of California in 1972, that when a lawyer is fired on the  
10 courthouse steps of either a good result, or a good trial result, or a  
11 judgment, or a settlement, that the lawyer is not bound by any artificial  
12 restrictions, the lawyer gets the full value of their work. And Nevada law  
13 follows right along from *Fracasse*. *Fracasse* has been cited a number of  
14 times.

15 So let's take a look at the actual arguments that are  
16 submitted by the Edgeworths. They use terms like garden variety. They  
17 had [indiscernible - audio/video frozen]

18 THE COURT: Mr. Christensen, can you hear us? Because I'm  
19 having difficulty hearing you now and your video is gone.

20 MR. CHRISTENSEN: I can hear you.

21 THE COURT: Okay. We can't hear you, because now you're  
22 on the screen, but you're frozen.

23 MR. CHRISTENSEN: I could hold up notes.

24 THE COURT: Can you log out and log back in?

25 MR. CHRISTENSEN: Yes, I can. I will do that.

1 THE COURT: Okay. Never mind, we can hear you now.

2 MR. CHRISTENSEN: Okay.

3 THE COURT: Yeah, we can hear you now.

4 MR. CHRISTENSEN: I'm sorry, Your Honor. You know, my  
5 office is downtown and Cox it's a challenge to us all.

6 THE COURT: I get it. I get it.

7 MR. CHRISTENSEN: I want to just focus in on one area that  
8 they complain about, kind of to remove the curtain from this fallacy of  
9 the garden variety argument that they have.

10 So they go all around on when the Viking settlement was  
11 finalized, when the release was finalized. They make very definitive  
12 statements that it was all over by the 27th. As I pointed out in the  
13 opposition, they ignored the Court's finding of fact number 13 on that  
14 point. In the reply, they never provided a basis for how they can ignore  
15 that finding of fact or get around it. They simply say more of the same.

16 So let's get into it. There was discussion, and some of it is  
17 cited by the Edgeworths. For example, on page 16 of day 4 transcript,  
18 the Court asked this question. "And you got the mutual release on  
19 11/27." And Mr. Simon replied, "Right in that range, yeah." So he  
20 doesn't say it was exactly on the 27th. In fact, he discusses that it was  
21 before he got the letter of direction, which, of course, didn't come into  
22 his office until the 30th, and we have a finding of fact on that as well.

23 And then on page 17 of the same transcript, Mr. Simon  
24 further described that he went on over to Joel Henriod's office and  
25 actually sat down with him and worked on the release and finished it up.

1 These folks put a great deal of strength in the super bill. If you take a  
2 look at that, there it is, there's a November 30th entry on page 75, when  
3 he was -- when Mr. Simon was negotiating the release with Mr. Henriod.  
4 And there are other entries throughout that time when they were  
5 negotiating the release, including the 29th, the 27th. That was an active  
6 issue, and it was active all the way through the 30th, which is after the  
7 time he was discharged.

8           So, you know, these are not garden variety items. If they're  
9 garden variety items, Mr. Vannah would not have been so assertive in  
10 the hearing before Your Honor when he said, I don't know what's going  
11 on, and he didn't want to get involved with the release. He didn't want  
12 to sign it. And he said in open court, that he didn't want to get involved.  
13 And, in fact, he sent an email, which is also referenced in the Court's  
14 findings about the number of hours that it would take him to get up to  
15 speed in order to address these, what are now termed as garden variety  
16 items.

17           So there was value added to the case. This is not simple  
18 hourly billing or else Mr. Vannah could have handled it. He's an  
19 immensely qualified attorney. If he's saying he's not able to handle it  
20 without a whole lot of study, and work, and over a week's time of  
21 reviewing the file and getting up to speed, then all of that needs to be  
22 taken into consideration when you evaluate the value of Mr. Simon's  
23 services, assuming that you start the clock on November 29th.

24           Moving on to Mr. Simon's argument. We have a legal  
25 argument; we have promoted that legal argument before. As pointed



1 out in the reply, it appears to be a cut and paste. That is accurate. Very  
2 astute. Mainly it is. Surprisingly, although it's a cut and paste, and  
3 although the Edgeworths have seen this argument before, they still don't  
4 put up an argument as to why the law cited in that argument does not  
5 apply. As you know, Your Honor, our argument is that once the contract  
6 was found as being discharged that then, as a matter of law, the  
7 payment term of the discharged contract cannot be enforced. That's it.  
8 Simply put.

9           So we say that the quantum meruit clock should start back in  
10 September. There is another unrebutted declaration of Will Kemp  
11 submitted, which is in line with his prior unrebutted testimony that there  
12 was a tremendous amount of value added to the case from September  
13 forward. And the counterargument is going to be that, well, the  
14 Supreme Court didn't address that or doesn't allow that type of an  
15 analysis in their mandate, and we disagree with that.

16           When you take a look -- a course grained look at the case as a  
17 whole, you have to include the order where the petition for writ by Mr.  
18 Simon was denied as moot. And in that petition, Simon sought relief  
19 because of the argument that once the implied in fact contract was  
20 discharged, that it was improper to enforce the payment term.

21           So clearly the Supreme Court is saying we're sending it back  
22 down anyway, so we don't have to address this. We're going to throw it  
23 back to the District Court. Now they can come up with a  
24 counterargument to that, certainly, but we have two competing  
25 arguments at this time, and they're both based upon the record. So that

1 question is left to this Court. And if the Court finds that, yes, we do get  
2 to address that issue, then I would submit that Mr. Simon has shown the  
3 legal basis for reconsideration because of the error of law argument.

4           Also, on the QM argument, there is one thing to remember,  
5 that Mr. Simon also increased the value of the Lange settlement. There  
6 was a rather odd argument made that because the -- in the reply, that  
7 because the settlement document had a December date on it, that clearly  
8 everything was done back in December. I'm not sure how that holds.  
9 Even if the date is the same, every other word, other than the date, could  
10 have been changed. Of course, that didn't happen. Only the numbers  
11 changed. But the mere fact that the date predated the increase in value,  
12 it doesn't mean that other parts of the release does not change. That's  
13 another unsound argument.

14           Unless Your Honor has any questions. Thank you.

15           THE COURT: Thank you, Mr. Christensen. Mr. Morris, any  
16 reply to what Mr. Christensen just argued?

17           MR. MORRIS: Yes, Your Honor. Thank you. I just want to  
18 make a couple of observations -- well, more than a couple, several.

19           Once is that your latest order, the third order, which we're  
20 asking you to reconsider and modify in accordance with the Supreme  
21 Court's direction, is the same order that was before the Nevada Supreme  
22 Court. Your order with respect to quantum meruit hasn't changed in the  
23 sequence of the orders that have been entered in this case on that  
24 subject.

25           So it isn't as if we are coming up at the last moment with

1 something in the way of an analysis to try to effect reconsideration.  
2 We're asking you to reconsider this order on the same basis that the  
3 Nevada Supreme Court directed you to do so. And we don't claim -- as  
4 Mr. Christensen erroneously argues, we don't claim that there's been  
5 any denial of due process. We don't claim -- and we point out in our  
6 reply that we don't claim that the denial of the right to file a reply to the  
7 second order was reserved by that jurisdiction and, certainly, affects us  
8 here. We're just pointing out the history of this litigation and the fact  
9 that we should have been -- we should have been allowed, and  
10 particularly the local rule, to file a reply. We have filed a reply now. It's  
11 the reply in support of reconsideration of this third order.

12           Mr. Christensen also went on to say that there are other  
13 factors that you can consider, other than the hourly rate that Mr. Simon  
14 was paid predischarge for the work that he did, and he referred to  
15 something like the market rate. He wouldn't elaborate on that. But the  
16 market rate, you know, is what Mr. Simon, in the first instance, offered  
17 his super bill in support of. And I want to come back to that super bill in  
18 just a moment.

19           But I would point out in making that argument, Mr.  
20 Christensen is flying in the face or in the heat of the Supreme Court's  
21 order that this quantum meruit finding, which has been consistent -- the  
22 quantum meruit portion of your decisions, which was inconsistent from  
23 the date of appeal until today, to say that you cannot consider, which is  
24 largely what Mr. Christensen is arguing, you can't consider in  
25 establishing quantum meruit the work that was done predischarge, and

1 that's our point.

2 We also point out, when he takes issue with us ignoring  
3 finding of fact number 13, we addressed that in our reply. We pointed  
4 out that Mr. Christensen miscited and misquoted finding of fact number  
5 13. You didn't say in that finding that -- anything about on or after.  
6 What you said was on or about, and we point that out in a footnote in  
7 our reply. So it's necessary, I think, to correct the record on that.

8 Mr. Christensen's argument that Mr. Simon is entitled to  
9 almost \$3,000 an hour for work that he did to close up the file, which  
10 [indiscernible] not I described as, but I'll adopt that description as garden  
11 variety closing up the file work. That \$3,000 an hour -- or it's actually  
12 \$2789 an hour for each of the 71.1 hours that are on that super bill, that  
13 is just extraordinary. And consider it in this light, Your Honor. If Mr.  
14 Simon had not been fired, his compensation would have been -- would  
15 have been established as you did with respect to, that he was owed  
16 pre-discharge -- his work post discharge, or if he hadn't been fired, his  
17 work would be to the end of his time, would have been on an hourly  
18 basis.

19 So to get into that hourly basis, which *Brunzell* says you can  
20 consider. It doesn't say you disregard it and throw it out the window  
21 when the lawyer is terminated, but had he not been fired his  
22 compensation would be exactly as we ask you to award, and that is not  
23 more than \$34,000, which we put in our papers.

24 I want to point out another thing that Mr. Christensen said  
25 that is contrary to Mr. Simon's testimony to you, and especially in

1 response to a question you asked him. You asked him if negotiations  
2 have been completed before -- before he sat down to write his  
3 November 27th letter to Edgeworth -- to the Edgeworths saying that he  
4 wanted several million dollars more than he had agreed to take  
5 previously. And he said that negotiations on the 27th, when he wrote  
6 that letter to the Edgeworths, were complete before he knew that he --  
7 that Vannah had been hired.

8 So I think that is -- pardon me?

9 UNIDENTIFIED SPEAKER: And before he wrote the letter.

10 MR. MORRIS: And before he wrote the letter. Yes, before he  
11 wrote the letter and he knew that Vannah had been discharged, he had  
12 completed negotiations.

13 He announced the end result on November 30th, but he also  
14 established that the end result had already been negotiated. And you  
15 made a finding that the Edgeworth's signed the consent to settle the  
16 Lange case on December the 7th. That wasn't consequence of any work  
17 that Mr. Simon was doing during that time.

18 This brings us to, I think, one of the most important parts of  
19 this motion practice and all of this is included in our papers as exhibits.  
20 And again I would like to refer you to Exhibit LL in support of the  
21 principal motion. If you look at that, that's excerpts from Mr. Simon's  
22 super bill. And here is the character of the work that he said he was  
23 doing on and after he was discharged. He drafted and sent an email. He  
24 reviewed and analyzed Lange's supplemental brief. He got an email  
25 from his client. He drafted a letter to Teddy Parker. He reviewed a

1 release. He called Teddy Parker. He called someone that he refers to as  
2 ANF. He looked at a bill. He negotiated a release with Mr. Henriod on  
3 November the 30th, for three-and-a-half hours. He had a conversation  
4 with Mr. Green.

5 He's trying to get -- he's trying to establish that he was doing  
6 substantive work on and after the date he was discharged, but the super  
7 bill simply does not support it, and that's the only record, Your Honor,  
8 that we have of what he did do during this time period.

9 So we would say if you look at this testimony that ties the  
10 contract negotiations that he was being compensated before he wrote to  
11 the Edgeworths, that trends down the contract negotiations with respect  
12 to Lange and Viking as have been substantively completed as of  
13 November the 27th.

14 So, in sum, what we have here is dancing between the  
15 raindrops in an effort to escape what in fact Mr. Simon has testified to  
16 and what his super bill shows that he actually did. He put in some non-  
17 substantive garden variety hours to close out his file and his  
18 representation of the Edgeworths, and that totals 71.10 hours.

19 Mr. Christensen also raised the point that just simply -- it  
20 defies rational analysis, and that is the Supreme Court's denial of Mr.  
21 Simon's writ petition. He seemed to overturn the Court's determination  
22 that he was entitled to \$200,000 in quantum meruit compensation and  
23 that order simply says, as well as the Supreme Court entered, denying  
24 writ petition. We reviewed the order in a direct appeal in docket number  
25 77678 where they vacated the quantum meruit award and remanded it

1 for further proceedings.

2           Your Honor, those further proceedings are this proceeding.  
3 We are now addressing that and that is precisely what the Supreme  
4 Court asked to be done in its decision that it entered on December the  
5 30th, saying that although there is evidence in the record that Simon and  
6 his associate performed work after the constructive discharge, the  
7 District Court did not explain how it views that evidence to calculate its  
8 award. Thus, it was unclear whether the \$200,000 was a reasonable  
9 amount to award for the work done after constructive discharge. That's  
10 not for the work that was done prior to, as Mr. Christensen likes to  
11 analogize it, to being fired on the courthouse steps. And the case then  
12 goes ahead, apparently, in court.

13           But the point is that Mr. Simon was fired after the  
14 substantive negotiations and agreements for settling the Viking, in  
15 particular, and the Lange claims were completed, and he was  
16 compensated for that. You've compensated him for that. We didn't  
17 appeal that. What we appealed was, and what the Supreme Court sent  
18 this back for, was the \$200,000 in quantum meruit.

19           And our point is, and as we point out in our -- in the opening  
20 page of our reply in this particular proceeding is we're here on a very  
21 limited basis. We're here only for the purpose of establishing what  
22 would be reasonable, if it can be justified as reasonable, the \$200,000  
23 that you awarded Mr. Simon in quantum meruit. And as we point out,  
24 when you examine the record of what he did, that the Supreme Court  
25 referred to, we see that Mr. Christensen describes as garden variety work

1 the 71.1 hours and \$2700 -- \$2789 per hour for each one of those 71  
2 hours.

3 We say that's unreasonable. We say that ignores what  
4 *Brunzell* said and other cases have said since then. Hourly rates to the  
5 point of discharge can be considered, but they're not exclusive. You can  
6 consider other factors too. And when you consider those other factors,  
7 you've got to take into consideration what it is that the advocate  
8 apparently did during the post discharge period.

9 We've covered that with you in Exhibit LL that describes all  
10 of the work Mr. Simon and his associate, Ms. Ferrel did, and we have  
11 concluded, and we ask you to accept our conclusion that Mr. Simon is  
12 entitled to, at most -- we don't think he's entitled to \$34,000, but we  
13 understand that you have some discretion here, that you have to ask  
14 yourself that discretion on the basis of a record before you. And we  
15 show that the record before you just simply will not support as the  
16 Supreme Court, asked you to [indiscernible] anything more than \$34,000  
17 for the work Mr. Simon and his associate did post discharge. Thank you  
18 for listening to me.

19 THE COURT: Thank you very much.

20 MR. CHRISTENSEN: Your Honor, may I have one minute in  
21 reply to of motion?

22 THE COURT: No, Mr. Christensen. We have litigated this  
23 case for the last four years. I have heard everything under the sun about  
24 this case. I have read everything that you guys have filed for four years.  
25 I am going to issue a minute order on this decision.



1           Moving on to the second motion. The second motion is the  
2 motion for an order releasing the client funds and requiring the  
3 production of the complete client files. I have read the motion. Mr.  
4 Christensen, you did cover this in your opposition. In your one  
5 document, you did cover your opposition to both of these motions. And  
6 I have also read the reply.

7           Mr. Morris, I have read everything, and I am very well aware  
8 of what's going on with the funds in this case. My question in regards to  
9 this is, if this Court were to deny your motion to reconsider, and you  
10 appeal this decision, what is your position as to what that would do to  
11 the funds and why should they be released before the appeal?

12           MR. MORRIS: I think we can find the answer to that in  
13 *Nelson v. Heer*, which is 121 Nev. 832, a 2005 case, which says that  
14 Simon is only entitled to security for the judgment that you enter in his  
15 favor that we might appeal.

16           And, Your Honor, I would say that holding \$1,970,000 to  
17 secure a judgment of less than 400,000 -- \$500,000 altogether, if you  
18 denied our motion, would be unreasonable. And that means, I think, that  
19 7055 still applies. The Court said in *Nelson v. Heer* that -- pardon?

20           UNIDENTIFIED SPEAKER: In *Morse*.

21           MR. MORRIS: I'm sorry, *Morse*. In the *Morse* case, that all  
22 that Simon is entitled to is adequate security for the judgment that is  
23 being appealed. And if your judgment is the \$200,000 that you're going  
24 to stick with, when you add that to what has already been adjudicated,  
25 and that's the maximum amount that he is entitled to, and that satisfies

1 the requirements of 7.055 and requires him --

2 THE COURT: Mr. Morris, just one second.

3 MR. MORRIS: -- to turn over the funds.

4 THE COURT: Mr. Morris, just one second. I need everybody  
5 on BlueJeans to mute your microphones. Okay. Go ahead, Mr. Morris.

6 MR. MORRIS: I'm sorry.

7 THE COURT: And I'm sorry, Mr. Morris, I had to cut you --

8 MR. MORRIS: I didn't catch your last remark.

9 THE COURT: Yeah, I had to cut you off because I was getting  
10 a lot of other feedback that wasn't you.

11 MR. MORRIS: Oh, oh, okay.

12 THE COURT: So, go ahead.

13 MR. MORRIS: Well, if it was feedback from me, I hope it was  
14 persuasive.

15 In any event, Your Honor, we point out that that statute,  
16 together with security, that is retained for Mr. Simon, supports the  
17 turnover of the complete file to the Edgeworths as they've asked.  
18 Remember there is still other litigation pending here that is not before  
19 you that might have relevance to, and we would be entitled to examine  
20 the files to deal with that or to address the issues in the other case.

21 Your Honor, we point out, and I know Mr. Christensen toils  
22 with this and says he's produced everything that we're entitled to, but  
23 the file we received, as we point out on page 4 of our motion, if you take  
24 a look at Exhibit I --

25 THE COURT: And, Mr. Morris.

1 MR. MORRIS: -- to substantiate this.

2 THE COURT: Mr. Morris. Mr. Morris, I hate to cut you off,  
3 but I have read every single page of every single thing that you have  
4 submitted.

5 MR. MORRIS: Okay.

6 THE COURT: So can we address issues that I don't know  
7 about from reading all of your briefing instead of just going over  
8 everything that you wrote, because I've read it. I've spent hours  
9 prepping for this hearing and reading everything that you guys  
10 submitted.

11 MR. MORRIS: Okay. I guess, the best we could say here is if  
12 you've read everything --

13 THE COURT: I have.

14 MR. MORRIS: -- is that, you know, we're not -- we're not  
15 seeking documents that are propriety to Viking and Lange. We're  
16 seeking emails to and from Viking and Lange that are not proprietary to  
17 them. We're seeking information with respect to communications with  
18 third parties. We're seeking communications with respect to the experts,  
19 and the reports that they filed, and the research memos, and the search  
20 that was done by Mr. Simon, that's in his file or should be in his file, and  
21 that's what we're -- that's really the substance of what we're after.

22 THE COURT: Okay.

23 MR. MORRIS: So in the motion to release funds and produce  
24 the files that were also referred to, and you've already pointed out  
25 you've read everything, I won't belabor it, but Mr. Simon is entitled to all

1 uncontested amounts, and he's entitled to adequate security. So that's  
2 all he's entitled to. He's not entitled to keep our file. He's not entitled to  
3 tie up almost \$2 million in funds to a judgment that he says that could be  
4 entered -- affirmed on appeal for less than -- for about \$535,000, when  
5 you put everything together. That's including the 52,520 that was  
6 submitted to you in an order, and you signed the day before yesterday,  
7 plus the \$284,000 that you awarded predischarge. So that's our point.

8 THE COURT: Okay. Thank you very much. Mr. Christensen,  
9 your response. And I would also remind you I have read everything that  
10 was submitted in this case.

11 MR. CHRISTENSEN: I understand, Your Honor. I'll try to  
12 keep it short. There are three different issues that were raised, and I  
13 think we've confused some of them.

14 One, the reply did not respond to the opposition on the  
15 distribution of the money. I think your question at the beginning was  
16 very apt, and I also think it highlighted a problem. This motion is  
17 premature. When the Court issues its order, if the Court reevaluates and  
18 awards a larger QM number from September, as we've asked, then  
19 that's one answer. That's one set we'll have to look at. If the Court  
20 drives the number down and provides reasons, that provides us with  
21 something else to look at. If the Court leaves the numbers the way they  
22 are, that gives us a third thing to look at.

23 All of those may lead to different answers on what's going to  
24 happen with the money held in trust. You cannot prejudge that. I don't  
25 know why they filed this motion prematurely. They didn't reply in

1 support of their motion to disburse fund in their reply. I had assumed  
2 they had dropped that, understanding that the motion was premature.  
3 Apparently not. But this issue is premature. Let's wait and see what the  
4 Court does, then we address it. That's the normal way things proceed.

5           There was a request to transfer funds. We did that. We  
6 didn't do it as quickly as they wanted. They filed a motion after only ten  
7 days without allowing for the fact that some folks are busy, and some  
8 folks are out of town, and working, and we had to look at it. We had to  
9 get an okay from them. And in so doing, in filing that motion, they said  
10 some pretty nasty things.

11           You know, Mr. Vannah came up with the idea of putting the  
12 money in Bank of America, and we agreed, and I don't know why that's  
13 such a huge problem now. You're just talking about where the money is.  
14 If it's over in Bank of America, they make interest. If it's over in the Steve  
15 Morris trust account, then they don't get interest. That's about the only  
16 difference.

17           THE COURT: And isn't the interest -- and to my recollection  
18 when this happened in 2018, isn't the interest going to the Edgeworths?

19           MR. CHRISTENSEN: Yes.

20           THE COURT: Okay.

21           MR. CHRISTENSEN: They're making interest on their money  
22 and on whatever money is eventually awarded and paid to Mr. Simon.  
23 So they're -- so, whatever. We've agreed to it. We didn't have a  
24 problem with it. We just didn't do it at the speed that they wanted,  
25 although they didn't really have a basis to ask for it, but that's another

1 issue, and I think that issue is moot.

2           So let's go to turning over the file. You know -- I'm sorry, I'm  
3 going to have to go back to the distribution money. In addition to it  
4 being premature, you know, this is the first time they cited *Nelson v.*  
5 *Heer*. I just looked through their papers. It's not in there. I would need a  
6 chance to review the case. The last time I read it was years ago. And  
7 they might be right, but you know something, the time to raise that  
8 argument is after this Court issues its order.

9           Turning over the file. So on its face, 7.055 does not apply.  
10 Mr. Simon has not been paid yet. I understand their security argument,  
11 but that's not what the statute says. So we don't have a general  
12 objection to turn over parts of the file that they can have, but there is an  
13 NDA, Section 13 of the NDA does state that the NDA continues to exist  
14 and be enforced after settlement of the underlying case. Section 13 does  
15 state that archival copies that are held in counsel's file like expert  
16 reports, et cetera, et cetera, that include confidential information, which  
17 these expert reports do, are confidential under the NDA and continue to  
18 do so.

19           You know, here's the problem. Mr. Simon signed the NDA.  
20 If something happens to that confidential information that Viking or  
21 Lange disagree with, he's the one who's going to be left holding the bag.  
22 And you can't just ignore it and say, oh, we don't want proprietary  
23 documents, but we do want the expert reports that contain proprietary  
24 documents, and comment on the proprietary documents, and  
25 incorporate them into the reports. It doesn't work that way. There's --

1 the NDA has to be addressed.

2           So there's two things that have to happen. One, they've got  
3 to sign Exhibit A; and, number two, they have to establish under the  
4 NDA why they have a current need for the documents. Now if they have  
5 a current need for the documents in the other suit, then bring this motion  
6 in the other suit.

7           I want to go to the security argument. Here's the problem  
8 with that. *Morse* is a 1948 case. *Figliuzzi* was in the '90s. Both of them  
9 predate the change to our statute, 18.015 in 2013. In 2013, the legal  
10 landscape changed. The statute changed. *Morse* dealt with a case  
11 where there was an ongoing underlying case and where the client could  
12 establish prejudice if they didn't have access to the file. And the  
13 Supreme Court said, yeah, as long as the District Court sets some sort of  
14 reasonable security, then you can turn the file over, because at that time  
15 in Nevada a retaining lien was a common law remedy. It wasn't  
16 statutory and the same thing in *Figliuzzi*.

17           And in *Morse*, in fact, they even distinguished the difference  
18 between a statutory charging lien and a retaining lien and said, you  
19 know, the Court's got a lot more discretion with a common law retaining  
20 lien than it does with a statutory charging lien. So let's fast forward.

21           In 2013, they added in language about the retaining lien. It's  
22 in 18.015(1)(b). And, Your Honor, I apologize, I would have raised this in  
23 the opposition, but this argument was brought up in the reply, so I  
24 apologize for that.

25           So now we have a statutory retaining lien. And subsection 3

1 says -- I'm sorry, hang on. Here we go. Subsection 4(b), the lien  
2 attaches to any file or other property left in the possession of the  
3 attorney, including, without limitation, copies of the attorney's file -- and  
4 it goes on -- and authorizes the attorney to retain any such file or  
5 property until such time as an adjudication is made pursuant to  
6 Subsection 6. That's the lien adjudication, which we're still here fighting  
7 over.

8           So, again, their motion is premature. *Morse* and *Figliuzzi* no  
9 longer apply. The statute changed. You know, if they had raised that in  
10 their initial pleading, I could have gone a little bit more in depth in that,  
11 and we could have addressed it a little bit more thoroughly. I apologize  
12 for doing it during oral argument, but they raised it in the reply.

13           So that's the situation. We have a problem here with that  
14 NDA, and they're not willing to address it. Even in *Morse*, the Supreme  
15 Court said that they could retain confidential correspondence in that case  
16 back in 1948. Here we have a written, enforceable NDA that we have to  
17 deal with.

18           We also have to deal with the practical question of -- you  
19 know, these folks raise the issue, and they say all this stuff is  
20 indecipherable, it's vague, but they don't tell us why. So how do we  
21 address that problem? Is it a particular file? Is it a folder? Is it the  
22 pleading? Is it correspondence? What is it? What do we have to  
23 reproduce? They won't tell us. They allege there's a problem, but they  
24 won't tell us what it is, and then they tell us to fix it. I don't know how to  
25 react to that, other than producing the file again in toto, which we



1 shouldn't have to do. We already gave them the file once. How many  
2 times do they need it?

3           So there's practical issues, which they're just overlooking.  
4 The rule does not make an attorney produce a file more than once. The  
5 rule does not make an attorney ignore a binding NDA. And the rule does  
6 not make an attorney produce the same parts of a file more than once.  
7 They haven't produced any law on any of those issues. So we're willing  
8 to cooperate, but there are some practical issues here that have to be  
9 addressed, and I don't think the Edgeworths have given this Court  
10 enough information to rule on this, if in fact 7.055 applied yet, which it  
11 does not as Mr. Simon has not yet been paid under the statute. Thank  
12 you, Your Honor.

13           THE COURT: Thank you, Mr. Christensen. Mr. Morris, your  
14 response?

15           MR. MORRIS: Your Honor, in 2013, the legislature did not  
16 amend 7.055 to overrule either *Morse* or *Figliuzzi*, as Mr. Christensen  
17 suggests. That's just false. They're still -- all Mr. Simon is entitled to --  
18 of course, he's entitled to get paid, but we are disputing what that  
19 amount is. And if we're disputing what that amount is, he is secured for  
20 the amount that he thinks should be paid, that's sufficient. That's all the  
21 statute requires to require him to obey 7.055 and turn over his files.

22           Mr. Christensen said a moment ago that there's an NDA  
23 here, and he made quite a bit to do about that. I point out, as we have in  
24 our papers, you've read them, that we're bound by that NDA also. I also  
25 point out, as we also put in our papers that we thought we had agreed

1 with Simon and Mr. Christensen that any confidential documents would  
2 be excluded from the production that we received and would be  
3 deposited with the Court and scheduled on [indiscernible] so we can  
4 appropriately challenge those.

5 He doesn't address that, and I can understand why, because  
6 that's something that would require a little bit more work than what they  
7 did in producing what it is that we have and that was really by hard  
8 drive. It wasn't on a thumb drive, and it wasn't in a banker's box that  
9 was indexed. We got a hard drive from them of documents. Whether he  
10 wants to describe those as archived or not, we got a hard drive with tens  
11 of thousands of documents on it, disorganized, no guide post to what's  
12 in there, and many of them -- and much of what we got from them was  
13 indecipherable.

14 I know he doesn't have to produce documents more than one  
15 time, but he has to produce documents and turn over that file that are  
16 comprehensible and that have been filed in the order in which they were  
17 received or sent, and he has not done that.

18 And with respect to the point that he's just baffled by what it  
19 is that we wanted to -- when we say they're short, we know from what  
20 we received and what we negotiated with him that we have not received  
21 what we're entitled to and that is the complete client's file of Mr. Simon  
22 in a comprehensible and understandable format.

23 We also know that the -- we've asked and have been turned  
24 down, or we've been ignored -- Mr. Christensen doesn't raise this point  
25 about well tell us what it is that we have withheld so we can then deal

1 with it. In point of fact, we did that. We wrote an email to him earlier  
2 this month, and we pointed out on May the 11th, that -- what it is that --  
3 what it is -- and we put that in our reply too, what it is that is missing  
4 from the files that were produced, or if they were included in the hard  
5 drive, they're not decipherable to us. We just can't make that  
6 determination.

7           So we've done as much with respect to telling him what  
8 we're entitled to, although we shouldn't have to do that. They should  
9 simply have to turn over the file, and if they believe that there are items  
10 in there that rise to the level of privilege from disclosure under the NDA,  
11 then they should tender those with a privilege log to the Court, so that  
12 we can challenge those withholdings and address it appropriately with  
13 you.

14           That's essentially what I have to say, Your Honor, and I think  
15 that that will conclude our [indiscernible] on you having to read and visit  
16 these issues so many times.

17           THE COURT: Okay. Well, I do need to make a decision in  
18 regard to the other motion before I can address this motion, so when I  
19 put out the minute order on the other motion, I will put out a minute  
20 order on this motion as well.

21           Thank you, counsel.

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MR. CHRISTENSEN: Thank you, Your Honor.

MR. MORRIS: Thank you.

[Proceedings concluded at 10:23 a.m.]

ATTEST: I do hereby certify that I have truly and correctly transcribed the audio-visual recording of the proceeding in the above entitled case to the best of my ability.



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